

TECHNICAL SPECIFICATIONS AND PROCEDURE FOR SELECTING THE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS THIRD COUNTRIES - TARGET MARKET: CANADA

Approved by the Board of Directors of the Consorzio per la Tutela del Formaggio Pecorino Romano of 10-02-2025

1 Foreword and preliminary information

The Consorzio per la Tutela del Formaggio Pecorino Romano (hereinafter the Awarding Body), with its registered office in Macomer (NU) - Corso Umberto I 226, VAT No and Tax Code 00G581G0G10 intends to submit an information and promotion programme for a three-year period (2026 - 2027 - 2028) on third markets under EU Regulation No 1144/2014 of the European Parliament and of the Council **AGRIP- SIMPLE - 2025 - TC AMERICAS: CANADA**

To this end

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Pursuant to the reference articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831, a **call for tenders for the selection, by means of an Open Competitive Procedure, of an Implementing Body** in charge of the implementation of the actions (activities/initiatives) aimed at achieving the objectives envisaged **in the Programme submitted under Regulation (EU) No. 1144/2014 of the European Parliament and of the Council - Call 2025** and which, will take place in Canada and will concern the following product

Code recognition product of origin - File number¹	Product
PDO-IT-0017	Pecorino Romano PDO

Economic operators meeting the requirements set out in the above-mentioned EU Regulations, as specified in the following paragraphs, are invited to submit an offer in strict compliance with the instructions contained in these "Technical Specifications".

It is hereby specified as of now that, since the present Call for Proposals is aimed at the execution of a promotional programme 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 organisations selected in the framework of the above-mentioned Call for Proposals, the awarding of the services covered by the present tender will be considered null and void. In this case, therefore, no obligation will remain with the Consorzio per la Tutela del Formaggio Pecorino Romano, which will not be subject to any request for reimbursement or claim for damages.

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 grant application under the Call for Proposals "**AGRIP- SIMPLE - 2025 - TC AMERICAS- CANADA** Reg. UE 1144/2014.

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

In the event of the European Commission's refusal to approve the programme on the 2025 call, the proposing organisation reserves the right to re-submit the project designed in collaboration with the selected implementing body in the framework of one or more official calls for proposals by the European Commission no later than August 2026

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

1.1 Legal framework

This tender notice has been drawn up in compliance with the framework of the essential regulatory references and, for the purposes of implementation of the Programme and this procedure, includes:

- **Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014** on information provision and promotion measures for agricultural products on the internal market and in third countries and repealing Council Regulation (EC) No 3/2008;
- **Reg (EU) 2015/1823 - delegated regulation art 2 paragraphs 1 and 2**
- **Reg. (EU) 2015/1831 - Implementing Regulation: Art. 2, 3 and 10 paragraphs 3 and 4, 11 and 18**
- **Note of the European Commission DDG1.B5/MJ/DB D(201C)321077 of 7 July 201C** - Tender Procedure Guidelines;
- **Decree of the Director General of the Ministry of Agriculture, Food Sovereignty and Forestry - Department of Food Sovereignty and Horseracing - General Affairs and Budget DG - No. 0532478 of 10/10/2024** - "Criteria that non-public organisations must comply with in the selection of Implementing Bodies".
- **Communication from the European Commission (200C/C) 173/02**, paragraph 2.1.2
- **Annual Work Programme 2025 - EU Reg No. 1144/2014**
- **AGRI-SIMPLE 2025 notice of 22 January 2025**

The 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 36/2023). **However, the Consortium must carry out the selection of the Implementing Body through an open and competitive tender procedure suitable to ensure 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 36/2023 will, therefore, only be applied if and to the extent that they are expressly referred to in the tender documents (notice and technical specifications and annexes thereto).

The competitive procedure will in all cases ensure compliance with the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection criteria and of

awarding foreseen with the purpose of the services required and their value, best value for money and absence of conflicts of interest.

This procedure does not foresee a division into lots, as it is more efficient and effective for the execution of service to identify a single contractor, who can carry out all the activities foreseen in the Programme.

In fact, the work packages and related activities are closely interconnected and to be carried out according to a logical and functional sequence that can only be optimised by having a single contractor, who must ensure the coordination and integration of the work team and the various professionals necessary and involved in the realisation of the service.

2. Main project information

Product being promoted

Code recognition product of origin - File number ²	Product
PDO-IT-0017	Pecorino Romano PDO

Awarding body: Consorzio per la Tutela del Formaggio Pecorino Romano

Target countries: CANADA

Target groups:

- **Primary target**
 - Final consumer
- **Secondary target**
 - Operators in the sector
 - Professional hotel schools and colleges

General Objective

The objectives of these programmes must be in line with the general and specific objectives and targets listed respectively in Articles 2 and 3 of Regulation (EU) No 1144/2014, highlighting in particular the specific characteristics of agricultural production methods in the Union, especially in terms of food safety, traceability, authenticity, labelling, nutritional and health aspects, animal welfare, respect for environment and sustainability (including climate benefits such as reduced greenhouse gas emissions and/or increased carbon absorption) and the characteristics of agricultural products and foodstuffs, in particular in terms of quality, taste, diversity or traditions. The final expected impact is to improve the competitiveness and consumption of the Union's agri-food products and to increase their visibility and market share in these countries.

The objectives of the programme, in accordance with general and specific objectives and aims listed in Articles 2 and 3 respectively of Regulation (EU) No 1144/2014, are to *strengthen the competitiveness of the European Union's agricultural sector and the consumption of agri-food products by optimising their image and increasing their*

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

market share in the target country CANADA by encouraging increased levels of recognition by European consumers of the logo associated with quality schemes and increased awareness of the information these quality schemes are intended to provide.

The programme aims to raise awareness of the Union's quality scheme, improve competitiveness and consumption of promoted products, optimise their image and increase their market share.

Expected final effect: to improve competitiveness and consumption of EU agri-food products, in particular Pecorino Romano PDO cheese, optimise its image and increase its market share in the target country.

PRODUCT FOCUS AND TARGET MARKET

Canada's market is one of the most dynamic and developed in North America, with a strong economy based on an advanced manufacturing sector, active international trade and a growing demand for goods and services, especially in the technology, food and consumer sectors. Canadian consumers are increasingly attentive to food quality, health and the environment, and tend to prefer products with a strong local identity, but also those that respond to global trends, such as gluten-free, vegan or environmentally friendly.

The Canadian market is very receptive and the consumer reflects this.

The Pecorino Romano PDO product meets the needs of both the market and the consumer, both because it adheres to quality regimes and is aligned with the values that the Canadian consumer holds dear: high nutritional quality, digestibility, sustainability, and care for the environment and animals.

The Consortium is investing heavily in the target country as the product is increasingly appreciated as a cheese to be consumed pure as well as a fundamental ingredient in Italian recipes. The numbers we are currently recording, after the peaks reached in 2023, mark a result of great stability, which is fundamental for development in the markets because it provides the real value of the product.

Pecorino Romano confirmed strong export propensity also during the 2022-23 season, with 70 per cent of production destined international markets. The Canadian market is worth 4 % of the export market.

Despite these findings, it is necessary to emphasise the need to implement promotion and communication to the target market focusing on the intrinsic characteristics of the products; such as: nutritional values, healthy food and product sustainability.

The strategy to be pursued, therefore, is to create around the 'Made in Europe product' and thus Pecorino Romano PDO a consumption trend closely linked to the positive image of 'culture and lifestyle'. The communication strategy must be geared towards the end consumer by telling the story of the product's characteristics, the legacy of centuries of history, the expression of elegance, goodness and well-being.

Specific objectives:

- Increase the recognisability of the quality scheme by end consumers, opinion leaders, chefs/future chefs and retail operators through specific information and promotion actions;
- Raising awareness of European quality schemes and their recognisability in the target market
- Increasing the perception of product value
- Increased consumption of promoted products within the target countries

Entities participating in this call for proposals will have to present a body of activities and initiatives (information and promotional) that is developed around a clear and precise market- and target-group-oriented strategy, aimed at achieving the objectives outlined above and consistent with the EU message presented in the project application with the planned duration and financial resources made available.

Work Packages (WP) and activities to be included in the proposals,

as described detail in the technical specifications:

- ✓ WP 2 - Public Relations
- ✓ WP 3 - Website, social media
- ✓ WP 4 - Advertising
- ✓ WP 5 - Communication Tools
- ✓ WP 6 - Events
- ✓ WP 7 - Point-of-Sale Promotion (POS)

Section 5 of these specifications contains more details and information on the above-mentioned WPs.

Programme duration: 36 months (3 annual phases), with an indicative start date of 1 February 2026.

Budget of the actions to be carried out by the Executing Organisation: it should be noted that those interested in participating in this call for tenders should submit an offer taking into consideration the **overall budget up to a maximum of € 1,637,000.00 VAT EXCLUDED** in accordance with the law, including the **costs related to the implementation of the project activities and the remuneration of the Executing Organisation** (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while it does not include other charges that will be borne directly by the proposing organisation.

Please refer to section 5 below for more details.

TECHNICAL SPECIFICATIONS

3 Subject 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 shall therefore ensure:

- the development of the work packages that make up the three-year programme, starting with the signing of the contract between the Procuring Organisation and Implementing Body;
- the operational implementation of the promotional actions and activities planned for the period established by the Programme, on the basis of the objectives set out in the communication strategy, including through the constant monitoring of the activities implemented 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 periodic and final reporting.

The service must be characterised by qualified technical and operational support, a high quality of the products produced, and be distinguished by the innovativeness of the messages, of the tools with which they are conveyed and of the ways in which the reference targets are involved. development and implementation of the agreed activities of the Programme must be carried out in a manner consistent with the general and specific objectives and 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 will be available for periodic monitoring meetings at the seat of the Procuring Organisation, to provide operational support for the activities of the plan that need to be carried out in close coordination with the reference structure. Coordination and exchange of information with Procuring Organisation may also involve different and articulated modalities: meetings, telephone contacts, video calls, e-mail correspondence, exchange of materials and documents through online sharing systems. A coordination meeting with the entire team is requested from the selected Implementing body at least quarterly.

3.3 Staff and team

The Implementing Body must ensure the performance of the entrusted services with integrated personnel with legitimate employment relationships and with the professional and technical requirements appropriate to the employment and implementation of the project. The working group must be characterised by a flexible organisational approach in order to respond to variations and/or unforeseen needs that may arise during the course of the activities.

In particular, the staff of the dedicated team must possess a range of skills in the following areas, listed by way of example but not limited to: communication, organisation of events and trade fairs, knowledge and experience of activities in relation to the project target market, press office, project management, digital web and social management, graphics, etc. In particular, it must be able to define quantitative objectives a priori and propose projects consistent with this. In addition, the Implementing Body must provide for adequate monitoring of results.

The Implementing Body, for the duration of the contract, undertakes to

- a) set up and make available an appropriate project team (the people who will be directly involved in the work to be carried out), in accordance with the participation requirements; which will be defined in agreement with the contracting entity;
- b) agree and share all team activities with the contracting entity;
- c) employ suitable personnel of proven ability, honesty, morality and confidentiality, who shall maintain absolute secrecy about what they learn in the course of their duties;
- d) guarantee the stability and continuity of the service under all circumstances, ensuring personnel quantitatively and qualitatively adequate to the needs and in compliance with the contents of the technical offer;
- e) comply, with regard to its staff, with employment contracts concerning wage, regulatory, social security and insurance treatment;
- f) provide for a Project Contact Person to attend monitoring meetings at the Contractor's premises (these will be held at intervals defined by the Contractor), to give operational support to the Programme activities;
- g) set up all possible means of communication to simplify the coordination, monitoring and control of the Programme;
- h) Provide an administrative project contact person to deal with the accounting aspects of project and any second-level controls set up by the paying agency (Agea).

4 Duration of service

The purpose of the service contract will be the performance of the activities indicated in these technical specifications, under the conditions set out therein, and will be signed following the signature, the proposing party, of the Grant Agreement with the Member State and the Paying Agency (AGEA).

The Implementing Body undertakes to perform the services for the duration and within the deadlines set forth in the Agreement, in these technical specifications, in the time schedule and, unless otherwise provided for, in accordance with the timetable indicated by the Contracting Organisation. The service shall be provided for the duration of the project and for a total of thirty-six months from the date of conclusion of the agreement.

The Tender Organisation reserves the right to terminate the service with at least three months' notice by registered letter with acknowledgement of receipt or PEC in the event of non-compliance with the provisions .

The contracting organisation reserves the right to request a deferment of the deadline for the performance of the service for a maximum of a further 6 months, in order to ensure the completion of the activities envisaged in the Programme, under the same economic conditions.

5 Types of activities and initiatives in the Programme

The activities and initiatives (Work Package - WP) that are to make up the Promotional Programme are similar to the classic information and promotion of high quality agricultural and food and wine products, taking into account the topics to be covered and the objectives listed above, and fall into the following categories:

- WP 2 - Public Relations
- WP 3 - Website, social media
- WP 4 - Advertising
- WP 5 - Communication Tools
- WP 6 - Events
- WP 7 - Point-of-Sale Promotion (POS)

Target groups:

- **Primary target**
 - Final consumer
- **Secondary target**
 - Operators in the sector
 - Professional hotel schools and colleges

The following are outline indications of the information and promotional activities that should compose the proposals submitted under this selection procedure.

It should be that the tenderer is free to formulate and deepen the proposed actions within and in compliance with the WPs listed, but always in a way that enables the objectives of the programme to be achieved.

It is requested that the bid be accompanied by a presentation of the overall programme strategy based on the information provided in Art. 2:

The strategy is required to:

- Ability to respond to target audience information needs;
- Communicative effectiveness of the message and content;
- Ability involve target actors;
- Integration with 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 identifies geographical areas of the target market, giving reasons for the choice, bearing in mind what is stated in these specifications.

For each individual WP developed we require an indication of the expected results and a specification of the modalities realisations.

WP2 - Public Relations
Continuous public relations activities
<p>The main objective of this action is to strengthen the recognisability of the PDO quality mark (and the testimonial product in particular) in the target market by focusing the message quality, sustainability and the EU logo.</p> <p>Specific objectives:</p> <ul style="list-style-type: none"> ❖ Informing consumers and selected operators the characteristics of the product and its production cycle ❖ Promoting consumption that is more aware product quality characteristics and less price sensitive ❖ Telling selected consumers and operators through story-telling mechanisms about the traditions, customs, and typicality of the product and its areas of origin ❖ Communicating the healthiness of the product and the sustainability of the supply chain <p>The communication activity through a dedicated press office will therefore be based on the shared keywords and enriched with all newsworthy cues. The press events organised will offer communication elements and content that will be disseminated in the following months through press office and PR activities.</p> <p><i>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 by providing in the economic offer the unit cost details for each proposed activity.</i></p>
THREE-YEAR INDICATIVE BUDGET: 143,000.00€

WP3 - Web site, social media
On-line communication
<p>Website</p> <p>At same time as the project is launched, the Consortium's website is to be supplemented with pages dedicated to the programme, which are to be updated for the three years with the content of the campaign</p> <p>Social</p> <p>The website should be accompanied by social promotion using the IG Consortium's active FB channels It is requested to define a strategy for communication on the social channels of the target country (CANADA) 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.</p> <p>The online proposal may include activities aimed at increasing media resonance, e.g. through collaborations with testimonials/influencers and possibly others. The strategy should contain an editorial plan indicating publication frequency, period of coverage and expected results, as well as analytical tools for selecting possible influencers/ testimonials.</p> <p><i>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 by providing in the economic offer the unit cost details for each proposed activity.</i></p>
THREE-YEAR INDICATIVE BUDGET: 25,000.00€

WP4 - Advertising
Advertisement
<p>You are asked to submit your best proposal in terms of advertising strategy, envisaging the implementation of an integrated programme over the three years, through the use of different traditional and online media.</p> <p>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 ADV campaigns must be guided by the project strategy and press office and PR work and must also be planned in harmony and synergetic support with reference to the events planned within WP6 and the activities within WP7.</p> <p>It is requested that the ADV media strategy be functional to ensure the effectiveness and dissemination of the proposed promotional programme activities, in particular, it is requested that the proposed ADV activity be linked to the activities of WP 6 and WP 7 on in-store promotion</p> <p><i><u>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 by providing in the economic offer the unit cost details for each individual activity proposed</u></i></p>
THREE-YEAR INDICATIVE BUDGET: 85,000.00€

WP5 - Communication tools
Information materials and merchandising
<p>The promotional materials required for the implementation of the planned activities are of substantial importance for the effective transmission of the campaign message.</p> <p>Proposers are required to submit at least two proposals complete with key message and key visual; proposals are required to express transparency - credibility - authenticity. Proposals should be coherent with the overall programme strategy, integrable into the existing communication ecosystem and adequate effective message transmission.</p> <p>It is requested that the tone and style of the language be distinctive and consistent with the identity of the Consortium and the brand, the theme, the project target and functional to the communication. The presentation of some indicative declinations of contents and the main materials for the realisation of the activities is also requested.</p> <p>The definition of the activity plan must include the production of communication material preparatory to the promotion actions proposed in particular in WP 4- WP 6 - WP 7</p> <p><i><u>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 by providing in the economic offer the unit cost details for each proposed activity.</u></i></p>
THREE-YEAR INDICATIVE BUDGET: 179,000.00€

WP6 - EVENTS

Proposed events, falling into the following categories, must be suitable for creating contact with the campaign's main target group the end consumer through

- **Participation in international trade fairs with a large presence of end consumers**

The tenderer is requested to plan at least to attend SIAL CANADA

- **Activities with hotel schools and/or professional cookery associations**
- **Weeks in restaurants**

A series of activities involving collaboration and partnerships with restaurants or chains, in the most important cities of the target country CANADA is requested

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 by providing in the economic offer the unit cost details for each proposed activity.

THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY: 580,000.00€

WP7 - Point-of-Sale Promotion (POS)

In order to effectively intercept the responsible buyer, the proposal must provide for the implementation of an information/promotion campaign at large-scale retail outlets (e.g. Loblows, Sobeyes, Federated Coops, Metro...), either through tasting days at the point of sale, or through communication at or near the points of sale (road signs, walls, etc.).

The aim is to convey to consumers the principles linked to the product's characteristics, the legacy of centuries history, the expression of elegance, goodness and well-being. This must be functional to reinforcing consumer knowledge and awareness of the primary characteristics of the denomination and PDO. This activity can be realised with the support of communication tools, the project claim, and the presence of trained personnel capable communicating and explaining the messages of sustainability and values of quality, wholesomeness and excellence guaranteed by the Community certification of the PDO

The proposal must contain, in addition to the strategy, an indication of the large-scale retail chains on which the campaign is proposed with an indication of the locations and format

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 by providing in the economic offer the unit cost details for each proposed activity.

THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY: 625,000.00€

PROCEDURE FOR SELECTING IMPLEMENTING BODY OF THE PROGRAMME

6. Requirements for participation in the tender

Economic operators may participate in this tender on an individual or associated basis, provided they meet the requirements laid down in the following articles.

It is forbidden for a tenderer participating in the tender as an association to also participate as an individual.

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

6.1 No grounds for exclusion from participation in the tender

Participation in this tender procedure is reserved for economic operators who, on the date of submitting their tender, declare that there are no grounds for exclusion within the meaning of Directive 2014/24/EU, or grounds for exclusion related thereto:

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

The non-existence of these grounds for exclusion must be attested by means of 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 intending to participate in this selection procedure: it must have accrued in the three-year period preceding the call for competition a turnover of at least **€ 2,000,000.00** ⁽³⁾ (in letters: Euro two million/00) net of VAT, as resulting from VAT declarations or equivalent tax in the EU;

- must enclose the declaration of the Banking Institute that the Economic Operator possesses the necessary financial means to guarantee the execution of the actions foreseen by the Programme (suitable bank references);
- must attach copies of the last two approved balance sheets and/or VAT returns;
- must enclose the Chamber of Commerce certificate or entry in a commercial register kept in the Member State in which where the economic operator is based.

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.

³ Criterion introduced by Directorial Decree No. 0532478 of 10 October 2024, Art 2, paragraph 2.2 MASAF - Department of Food Sovereignty and horse racing - DG General Affairs and Budget

6.3 Technical and professional capacity requirements

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

- have performed, in the three years preceding the call for tenders, contracts similar to those of the present procedure for a total amount of not less than **€ 1,500,000.00** (in letters: Euro one million five hundred thousand/00) net of VAT;
- attach list of the main services performed (company CV);
- attach the CVs of the staff employed, if any, in the execution of the Programme, from which a proven experience in services similar to those covered by the tender.

Similar services include (but are not limited to):

- management activities of complex international promotion projects/programmes;
- management of groupings of companies and coordination of working groups;
- design and management activities of publicly funded programmes;
- event and incoming organisation activities;
- press office management activities;
- communication activities, PR, etc. also online;
- production of information material;
- production of promotional videos;
- promotional activities in the agri-food sector
- experience sustainability communication activities

Possession of these requirements must be attested by means of 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 for the performance of the assignment. These requirements must be possessed by the economic operator or by the temporary grouping of companies as a whole, except that the latter case the mandated company must in any case possess the requirements and perform the services to a majority extent.

7 Selection Committee and Award Criteria

The Technical Offer must ensure the minimum requirements described in these technical specifications, 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, and 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	Score maximum
1. QUALITY OF THE TECHNICAL OFFER - STRATEGY OVERALL	Quality of the articulation of the overall strategy and activities and their coherence with specifications set out in the terms of reference from the Promotional Programme	Up to 5 points
	Ability to produce the expected results and achieve the project objectives	Up to 5 points
		Maximum 10

2.QUALITY OF THE OFFER TECHNICAL - PROJECT ACTIVITIES	Creativity and innovation of the proposed programme planning tools of activity	Up to 6 points
	Effectiveness and ability of the proposed and planned outputs to communicate the message of the project	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 on the target markets	Up to 6 points
	Quality of the working group dedicated to the management of project activities (CV evaluation of the working group dedicated to the implementation of individual activities of project)	Up to 6 points
		Maximum 30
3.QUALITY OF THE TECHNICAL OFFER - METHODOLOGICAL APPROACH	Congruence in the way actions are implemented and executed with respect to the ways of implementing the activities and initiatives under the Programme	Up to 15 points
	Adequacy of planning in terms of coherence with the objectives of the communication strategy and consistency with the planning timetable: in particular, coherence between the proposed timetable of activities and the effectiveness of the implementation of individual actions, also in relation to professional resources involved	Up to 7 points
	Adequacy of control mechanisms to monitor the correct economic-financial execution of the project, adherence to the timetable and product and result indicators, and the quality and effectiveness of the way activities are carried out provided for in the Programme	Up to 7 points
	Quality in project coordination (CV evaluation of the professional in charge coordination of project activities)	Up to 4 points
	Specific experience of the implementing body in programme management financed under Reg. 1144/2014	Up to 5 points
	Proposed additional services/activities improving the service	Up to 3 points
	Modalities of interaction/assistance provided to beneficiaries	Up to 4 points
Maximum score Technical offer		85

For the determination of the scores obtained for 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:

not verifiable	0
insignificant evaluation	0,1
barely sufficient evaluation	0,2
sufficient evaluation	0,3
evaluation between sufficient/adequate	0,4
discrete rating	0,5
rating between fair/good	0,6
good evaluation	0,7
rating between good/very good	0,8
excellent evaluation	0,9
excellent evaluation	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 articulated such a way as to be able to evaluate the different elements indicated within of the following table.

ECONOMIC OFFER: MAXIMUM 15 POINTS		
Element of evaluation	Motivational criterion	Score maximum
ECONOMIC OFFER Max. 15 points	Economic analysis: Cost-effectiveness analysis of the proposed initiatives, according to the prices of market	Up to 6 points
	Honorarium: Evaluation of the appropriateness of the fee (expressed in man-days) requested by the economic operator bidding for the realisation of each action, based on the cost of each action and the expected benefits	Up to 9 points
Maximum attributable score		15

With regard to the economic offer for activities (maximum of 6 points out of 100), the score will be awarded on the basis of the following formula:

$$\text{score "economic offer for activities" considered} = \frac{\text{Offer X}}{\text{Maximum bid}} \times 6$$

where:

- Highest bid: this is highest economic bid for the activities (SUBTOTAL ACTIVITY) submitted;
- Offer X: is economic offer for the activities (SUBTOTAL ACTIVITY) of the economic operator considered.

With regard to the economic offer for the participating economic operator's fee (maximum of 9 points out of 100), the score will be awarded on the basis of the following formula:

$$\text{economic offer score for the economic operator's fee} = \frac{\% \text{ fee}}{\text{Fee \% X}} \times 9$$

where:

- Minimum fee %: this is the percentage of economic offer for the participating economic operator's fee that is the lowest among those submitted;
- Fee % X: is the percentage of economic offer for operator's fee economic considered.

For the purposes of awarding and calculating scores, any non-integer values will be approximated to the second decimal place.

No increased bids are allowed.

The opening of ENVELOPE/PEC C concerning economic offer will take place at the end of the evaluation work carried out by the aforementioned Selection Committee.

On the basis of the scores awarded to the offers, a ranking list will be drawn up.

The award will be made in favour of the tenderer who has submitted a bid that meets all the mandatory minimum requirements and has achieved the highest overall score (technical bid score + financial bid 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 for both the economic offer and the technical offer, a will be made among the said competitors.

The Tender Organisation is not obliged to pay any compensation to the competing companies, for any title or reason, for the tenders submitted.

Once the prescribed checks on the fulfilment of the requirements have been carried out, the award will be made.

The award shall immediately bind the successful tenderer, whereas the contracting body shall be definitively committed only when, in accordance with the law, all acts resulting from and necessary for the execution of the tender have taken full legal effect.

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

The award shall be made even in the event that only one valid tender is submitted, provided that it is reasonable. The Contracting Authority reserves the right not to proceed with award where no tender is found to be convenient or suitable in relation to the object 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 per la Tutela del Formaggio Pecorino Romano* as lead partner.

8 Presentation

8.1 Proposal submission modalities and deadline

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

- PEC via 3 different certified electronic mail (PEC) messages as below (please name the files with no more than 15 characters)
- Postal service or hand delivery with responsibility for delivery within the deadlines set out 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:

- a) ANNEX A: Application to participate in the procedure according to the model Annex A, completed and signed by the legal representative;
- b) ANNEX B: Declarations, completed and signed by the legal representative;
- c) ANNEX E: Substitute declaration pursuant to Presidential Decree 445/2000 certifying the absence of conflict of interest with proposing organisation, third party status and/or absence of financial, economic interests that may lead to influence in the context of the award procedure or in the execution phase

- pursuant to Art 2 EU REG No 2015/1831;
- d) identity document of the subscriber(s);
 - e) declaration by the banking institution that it possesses the financial means necessary to guarantee the implementation of the actions under the Programme (appropriate bank references);
 - f) CCIAA certificate or entry in a commercial register kept in the Member State where the operator economy is based;
 - g) CV of the business operator(s) interested in participating (company CV);
 - h) copy of the last approved balance sheet and/or VAT declaration

PEC B/ ENVELOPE B- technical offer drafted in Italian, 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 - BUSTA/PEC B.
- b) Key-visual and key message
- c) CVs of staff employed
- d) Chronoprogramme
- e) Annex C: containing the proposed activities in the individual WPs in English and Italian

PEC C - economic offer, which must contain indication of the economic offer for the activities (SUB-TOTAL ACTIVITY) and economic operator's fee (follow the model "Annex D") and use the references indicated in the following chapter: METHODS FOR PREPARING THE ECONOMIC OFFER - ENVELOPE ENVELOPE C.

The following sections (How to prepare the technical offer and How to prepare the financial offer) provide guidance on how the technical and financial offer should be drafted.

The documentation must be drawn up in Italian and English where required in the tender specifications, and must be submitted in electronic format - PDF non-editable, printable and digitally signed where required (PADES format) and file.xls - by PEC or sent by post by the tenderer no later than 14 March 2025 at 10.00 a.m.

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 tenderer designated as group leader.

PEC address to which proposals should be sent by the above-mentioned 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) For the

attention of Daniela Murgia.

In the event of dispatch by post or hand delivery, delivery is at the sender's expense and risk and must take place no later than the time and day of the deadline and the outside of the envelope must be marked, in addition to the sender (individual or grouped entities), as follows

CALL FOR SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF AN IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS - TARGET COUNTRY: CANADA

In the case of dispatch by post and/or hand delivery, the documents required for administrative offer must be placed on three USB flash drives inserted in three different envelopes (Flash Drive A inserted in sealed envelope A - technical offer Flash Drive B inserted in sealed envelope B - administrative offer Flash Drive C inserted in sealed envelope C). The three sealed envelopes must be placed in a single envelope containing them for dispatch.

In the case of postage and/or hand delivery, please ensure the offices are open, the risk of non-delivery is borne entirely by the sender.

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

- PEC A or ENVELOPE A - TARGET COUNTRY: CANADA
ADMINISTRATIVE DOCUMENTATION - NOTICE OF SELECTION OF IMPLEMENTING BODY
- PEC B or ENVELOPE B - TARGET COUNTRY: CANADA TECHNICAL OFFER - NOTICE OF SELECTION OF IMPLEMENTING BODY
- PEC C or ENVELOPE C - TARGET COUNTRY: CANADA - ECONOMIC OFFER - NOTICE OF SELECTION OF IMPLEMENTING BODY

8.2 Modalities of bid opening

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 17 March 2025 10.00 a.m. - Public session held in presence or remotely via electronic videoconference platform for the opening of the PEC A/BUSTA A and verification of the administrative documents.

The evaluation of the technical bids 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 in minutes, indicating the reasons supporting the evaluations carried out.

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

Any questions and/or clarifications regarding the execution of offer can be addressed EXCLUSIVELY by e-mail with the subject 'INFORMATION REQUEST FOR SELECTION ENTITY EXECTOR REG. 1144' to:

Daniela Murgia: d.murgia@pecorinoromano.com

Which will be answered in writing only. Requests **for clarification must be received by 3 March 2025 at 12.00 noon** No verbal requests or requests made in any other manner will be considered.

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

G TENDER DOCUMENTS

G.1 Indications with respect to irregularities in the 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 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.

G.2 Procedure for preparing the technical offer - ENVELOPE/PEC B

ALL DOCUMENTATION MUST BE SUBMITTED IN ITALIAN AND TRANSLATED WHERE EXPRESSLY REQUESTED

A. Technical report - MAX 30 CARDS (e.g. 30 WORD SHEETS - 30 SLIDE PPT)

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 ability to produce the project's intended results;
- b) articulation of the overall strategy: coherence between the overall project strategy and 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 types of activities and implementation methods that it considers most effective for the realisation of the project objectives using the indications below:

- a) description of the activity plan: it must contain a detailed description of each activity, with justification of the choice in relation to its effectiveness in achieving the programme objectives, the themes to be disseminated and treated, the target country and target groups, demonstrating weighted selection for maximum attainable impact; it must contain a graphic proposal and the concept and content of the promotional messages, describing and justifying their consistency with the programme objectives; it must indicate for each activity expected KPIs; it must indicate the number and type of expected contacts (direct and indirect);
- b) presentation of the working group responsible for implementing the communication and promotion activities and demonstration of the working group's ability 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's objectives must be described. The activities and related interventions shall

be consistent with the proposed strategy for the target market and the relevant identified target groups and should be declined according to the points below:

- 1) Methods of implementation 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 the Programme;
- 2) indication of expected KPIs;
- 3) time schedule: adequacy of time and resources, foreseen in the time schedule and its consistency with the programme to be implemented over a three-year period;
- 4) coherence with the overall strategy and implementation methods of the interventions proposed above;
- 5) description of monitoring mechanisms and the proper execution of activities;

- 6) presentation of any further proposed activities/services and assistance provided to the consortium
- 7) description of the working group and specific responsibilities in relation to the different activities.

The above points must be organised and presented according to the criteria and sub-criteria described in Article 7 and for activities.

The proposed key visual and content of promotional messages must be suitable for the British.

G.3 Method of preparation of the economic offer - ENVELOPE/PEC C

ECONOMIC OFFER

The 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 scheme in Annex D, which must be filled in for each individual project year (year 1, year 2 and year 3) and for each individual target country (CANADA)

Annex D contains four worksheets that will form the economic offer:

- a) General budget summary per country and year
- b) Detailed general budget per country and year
- c) CANADA budget per year

Annex D must be included in PEC C - Economic Offer.

The file must be transmitted either in .xls or converted into pdf and must be digitally signed. **The fee of the economic operator** must be highlighted.

The remuneration of the Implementing Body (economic operator's fee) shall be at most equal to 13% of the total cost of the actions (SUB-TOTAL GENERAL ACTIVITIES).

*NB: THE TOTAL ECONOMIC OFFER must be at most equal to the total amount of the present selection procedure (€ 1,637,000.00 excluding VAT).

10. SUPPLEMENTS IN CASE OF DEFICIENCIES

Deficiencies in any formal element 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 technical offer, may be remedied by means of the integration procedure referred to in this Article.

An essential irregularity may be remedied where it is not accompanied by a substantial deficiency of 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 allows 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:

- non-compliance with the prescribed participation requirements cannot be remedied by means of supplementation and is grounds for exclusion from the tender procedure;
- the omission or incomplete or irregular presentation of declarations concerning 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 only be remedied if they are pre-existing and can be proven by evidence of a date certain prior to the deadline for submission of the tender;
- failure to sign the application to participate, the required declarations and tender is amenable.

For the purposes of the integration procedure, a reasonable time limit - not exceeding ten days - is given to the tenderer to make, supplement or regularise the necessary declarations, indicating their content and the persons who must make them.

In the event that the time limit has not expired, the competitor will be excluded from the procedure.

If the tenderer produces declarations or documents that are not perfectly consistent with the request, further clarifications or explanations may be requested, limited to the documentation submitted at the integration stage, setting a time limit under penalty of exclusion.

11 WORKING 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. Replacement or variation of the team without the client's consent shall be grounds for termination of the contract.

The contractor shall assume all legal insurance and social security obligations, undertakes to comply with the applicable laws on safety in the workplace and the remuneration of employees and, in general, undertakes to comply with all obligations deriving from laws, regulations, collective agreements and supplementary company agreements on labour relations, in relation to all persons who work for the contractor, whether directly employed or on an occasional basis, with contracts of any nature.

The contractor assumes all liability for damage or injury that may be caused to or by such persons in the performance of any activity, directly or indirectly, inherent in the services covered by this procedure.

12 OBLIGATIONS OF THE IMPLEMENTING BODY

Following the conclusion of the agreement with AGEA of the Programme submitted under the Call for Proposals Simple Programmes AGRIP- SIMPLE - 2025 - TC - EU QS 2025 of Reg. (EU) no. 1144/2014, Delegated Reg. (EU) no. 2015/1829, Implementing Reg. (EU) no. 2015/1831 and following the signing of the relevant contract, the following shall be borne by the Contractor/Implementing Body

- the performance of the services covered by the contract, in agreement and cooperation with the Awarding Body and in full and unconditional acceptance of the contents of these specifications;
- adequate and timely information on the implementation of programme activities and achievement related 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 EU 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 assumes 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 law and competition rules;
- The Implementing Body will have to 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 claims. the collection and storage of documents and supporting material;

The Contractor/Implementing Body shall:

- for a period of three years after payment of the balance, keep records and maintain supporting documents to demonstrate the proper implementation of the action and the costs declared eligible;
- if audits, investigations, litigation or legal proceedings are in progress under the Convention, keep records and supporting documents until these procedures are completed;
- make the above documentation 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 evaluation of the effectiveness of the programme, in accordance with the relevant regulatory framework, and all the information required for the preparation of the periodic and final reports;
- keep the original documents.

13 CONFIDENTIALITY AND NON-DISCLOSURE

The successful tenderer may not make any use, either directly or indirectly, for its own benefit or that of third parties, of the mandate entrusted and of the information of which it becomes aware in connection therewith, and this also after the expiry of the contract. To this end, the successful tenderer may not disclose, communicate or disseminate the information and data of which it becomes aware during the performance of the activities.

The entity awarded the contract undertakes to comply, in the performance of the activities covered by this procedure, with all the principles contained in the regulatory provisions in force, relating to the processing of personal data and in particular those contained in Legislative Decree no. 196/2003 as amended. and in 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") and to ensure that the personal, asset, statistical, personal and/or any other kind of information, of which it will become aware as a result of the services rendered, in whatever manner acquired, shall be considered confidential and treated as such, while at the same time ensuring the transparency of the activities performed.

The service must formally undertake to instruct its staff to ensure that all data and information is processed in accordance with the relevant legislation.

The service provider undertakes to use the above data and information exclusively for the purposes and within the scope of the activities envisaged in these specifications.

14 CONFLICTS OF INTEREST

The Procuring Body will take appropriate measures to prevent, identify and effectively remedy conflicts of interest in the conduct of this selection procedure so as to avoid any distortion of competition and ensure equal treatment of all economic operators, in compliance with the provisions of Article 24 of Directive 2014/24/EU and Article 16 of Legislative Decree 36/2023 former Article 42 of Legislative Decree 50/2016.

15 DEFAULTS AND TERMINATION

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. In addition, the Tender Organisation shall have the right to contest services rendered that do not comply in whole or in part with the requirements 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 event 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 that it is not possible to the further continuation of contractual obligations;
- in the event of serious infringements, duly ascertained, of safety regulations and any other obligation arising from employment relationships pursuant to the applicable regulations (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 payments to staff and collaborators employed in the service;
- in case of unjustified suspension of service;
- in the event of serious non-performance of the contracted services in accordance with 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 submitted project outlines and any supplementary indications concerning the quality of the service, which have been contested beforehand in writing by the Tender Organisation and which have not been terminated within the time allowed;
- if the implementing body is subject to bankruptcy or similar proceedings restricting its economic and business capacity by the competent bodies;
- in any case, in cases of violation of the applicable regulatory provisions.

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

In the event of termination, the Procuring Agency reserves all rights to compensation for the damages suffered and in particular reserves the right to claim from the Implementing Body the reimbursement of any expenses in excess of those that it would have incurred had the Contract been duly performed.

In any event, in the event of termination, the Implementing Body shall only be entitled to reimbursement of the expenses and activity actually performed up to that time.

The Procuring Agency shall also be entitled to defer the payment of any balance due under the final settlement account until the quantification of the damage to be paid by the Implementing Body.

16 RELATIONS BETWEEN THE IMPLEMENTING BODY AND THE AUTHORITY'S ADMINISTRATION

The successful economic operator must identify a contact person responsible for 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 ASSIGNMENT AND SUBCONTRACTING

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

Subcontracting is permitted within the limits and according to the modalities indicated Art. 119 of Legislative Decree 36/2023 ex Art. 105 of D.Lgs. 50/2016 as amended, insofar as applicable to this selection procedure.

18 PAYMENT METHODS

Following the signing of the relevant contract/convention, award amount will be paid as follows:

- instalments in arrears on the basis of progress reports submitted on the basis of the deadlines provided for by the Programme and 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 appropriate reports on the activities carried out and the products delivered and the relevant statement of expenses incurred in accordance with the reference regulations;
- balance of the contractual amount, upon completion of all planned activities upon presentation of a regular invoice, to which must be attached a final report on the activities carried out and the products delivered and the relevant statement of expenses incurred in accordance with the relevant regulations.

The invoice, together with the foreseen documentation, must be submitted to the contact person of the Procuring Organisation and to the Single Project Manager (RUP) in order to acquire the approval concerning the correct execution of the contract.

19 CONTROLS

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 arranged by the competent services of European Union and/or national authorities.

20 CONTRACTUAL EXPENSES

Any stamp, stipulation, registration and any other ancillary expenses relating to the tender contract shall be borne 50% by the awarded Implementing Body and the remaining 50% by the Procuring Agency.

21 ACCESS TO THE DOCUMENTATION OF THE SELECTION PROCEDURE

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

- It is **deferred** in relation to
 - a) to the list of those who have submitted bids, until the deadline for the presentation of the same;
 - b) to the bids, until the awarding of the contract;
 - c) to the procedure for checking the anomaly of the tender, up to awarding of the contract.
- It is **prohibited** in connection with

- d) 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 business secrets;
- e) confidential reports of the construction manager and the acceptance body on applications and reservations of the party performing the contract.

In relation to hypothesis referred to in subparagraph (d), access shall be to the competitor for the purpose of defence in judgement of its interests in relation to the contract award procedure.

22 LITIGATION

For the settlement of all disputes that arise in the performance of the service, which cannot be settled through brief by the contracting parties, the competent court shall be that of Oristano in the form and manner provided for by law.

23 OWNERSHIP AND UTILISATION RIGHTS

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 the products in open and modifiable format and expressly undertakes to provide the Contracting Organisation 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 Contracting Organisation 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.

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"), we hereby inform you 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 proceedings instituted by this procedure:

- a) the purposes for which the collected data are held are inherent to the verification of the competitors' ability to participate in the tender in question;
- 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 contractual relationship has been established, 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 person concerned are those set out in Article 7 of Legislative Decree no. 196/2003, as amended, and in the 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 in charge is Giovanni Maoddi

The data controller is Giovanni Maoddi pursuant Art. 28 of the European Data Protection Regulation.

Data Protection ('GDPR') and Article 29 of Legislative Decree No. 196/2003, as well as the Italian legislation adapting to the GDPR.

For any further information on this matter, please refer to the 'Information on the processing of personal data to the customer' of the Consorzio per la Tutela del Formaggio Pecorino Romano by e-mail at info@pecorinoromano.com

25 SOLE PROJECT MANAGER

Sole Project Manager pursuant Art. 15 of Legislative Decree 36/2023 ex Art. 31 of Legislative Decree 50/2016 is Ms Daniela Murgia.