# TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE OF THE EXECUTION BODY OF THE INFORMATION AND PROMOTION PROGRAM OF AGRICULTURAL PRODUCTS IN THE INTERNAL MARKET: ITALY - GERMANY

Approved by the Board of Directors of the Consorzio per la Tutela del Formaggio Pecorino Romano with Resolution of the 10th od December 2019 - N°13

#### 1 Introduction and preliminary information

Consorzio per la Tutela del Formaggio Pecorino Romano hereinafter the Contracting Body), based in Macomer (NU) - Corso Umberto I 226, P. IVA and C.F. 00958190910, intends to present a three-year information and promotion program (2021 - 2022-2023), based on EU Regulation no. 1144/2014 of the European Parliament and of the Council, in particular on the next Call 2020 for simple programs, for which publication is expected in January 2020 and therefore

#### **INDEX**

pursuant to the reference articles of Reg. (EU) no. 1144/2014, of the Delegated Reg. (EU) n. 2015/1829, of the Implementing Reg. (EU) n. 2015/1831, a call for tenders for the selection, through an Open Competitive Procedure, of an execution body in charge of carrying out the actions (activities / initiatives) aimed at achieving the objectives envisaged within the Program which will be presented and which, in If the application is positively accepted, it will take place in the following target countries: ITALY and GERMANY and will concern the following products with a Community name:

Origin product recognition code - Dossier number	Product	
04069063	Pecorino Romano DOP	

Economic operators who meet the requirements indicated in the aforementioned EU Regulations, as specified in the following paragraphs, are invited to submit an offer on the basis of the indications described in this document in paragraph 3. "Technical specifications".

It should be noted from the outset that, since this call for proposals is aimed at executing a promotional program which must still be the subject of an application for a contribution from the funds communicated, if the Consorzio per la Tutela del Formaggio Pecorino Romano does not fall within the proposing organizations selected within the aforementioned Call for proposals, the award of the services covered by this tender will be considered worthless and ineffective. In this case, therefore, no obligation will remain with the Consorzio per la tutela del Formaggio Pecorino Romano DOP, which cannot be the subject of any request for reimbursement or request for damages.

The proposals received under this selection procedure will be considered valid for 12 months.

#### 1.1 Reference regulatory framework

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

- Regulation (EU) no. 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information and promotion actions concerning agricultural products carried out in the internal market and in third countries and which repeals Regulation (EC) no. 3/2008 of the Council;
- Commission Delegated Regulation (EU) 2015/1829 of 23 April 2015, which supplements Regulation (EU) no. 1144/2014 of the European Parliament and of the Council, relating to information and promotion actions concerning agricultural products made in the internal market and in third countries;
- Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 laying down detailed rules for applying Regulation (EU) no. 1144/2014 of the European Parliament and of the Council relating to information and promotion measures concerning agricultural products carried out in the internal market and in third countries.
- Guidelines on the tender procedure referred to in the note of the European Commission DDG1.B5 / MJ / DB D (2016) 321077 of 7 July 2016;
- Decree of the Director General of the Department of Competitive Policies, Agri-Food Quality, Horse Racing and Fisheries, Directorate General for the Promotion of Agri-Food Quality and Horse Racing

PQAI V of the Ministry of Agricultural, Food and Forestry Policies (DG PQAI - PQAI 05 - Prot . Exit N.0014513 of 01/03/2019).

Consorzio per la Tutela del Formaggio Pecorino Romano is not a body governed by public law within the meaning of Article 2, paragraph 1, point 4, of Directive 2014/24 / EU and, therefore, as indicated in the aforementioned legislation, it is not required to apply the national rules that implement the European Directives on public procurement (in Italy the Legislative Decree 50/2016). However, the Consortium must select 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 the conditions indicated in the aforementioned Guidelines of the European Commission and article 2 of the aforementioned Decree of the General Manager of 01/03/2019.

The 2014/24 / EU Directive and the 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 related annexes).

The competitive procedure will in any case ensure compliance with the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection and award criteria provided for the purposes of the services requested and with the value of the same, best value for money and absence of conflicts of interest.

This procedure does not provide for a division 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 the Program in question.

In fact, the work packages and related activities are strictly connected 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 of the different professional skills necessary and involved in the realization of the service.

# 2. Main project information

#### **Promotion products**

Codice riconoscimento prodotto d'origine – Numero fascicolo	PRODUCT	
04069063	Pecorino Romano DOP	

Contracting body: Consorzio per la Tutela del Formaggio Pecorino Romano DOP

Target countries: Italy and Germany

# Target groups:

- Consumers
- Sector operators Canale Ho.Re.Ca.
- Journalists and bloggers
- Hotel schools and professional chefs associations seminars and competitions

**General objective:** to strengthen the competitiveness, recognition and consumption of quality European agrifood products on the Italian and German markets, as well as the increase and diffusion of knowledge towards European quality regimes, the European products that present 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 products covered by the program.

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

- Increase the competitiveness of European branded quality products through actions aimed at addressing competition from products with lower quality and nutritional elements.
- Increase the recognition of European PDOs by final consumers and by operators in the sector through specific information and promotion actions.
- Increase the degree of awareness towards European quality schemes and their recognition on target markets.

**Specific objectives**: With reference to the specific testimonial product and its positioning on the marked targets, the following specific objectives can be defined:

#### Italy market:

Italy constitutes 30% of the overall market for Pecorino Romano DOP. Consumption is, however, very concentrated on some Italian regions of the central-southern area. Furthermore, the degree of knowledge about the characteristics of the product and its production cycle is in any case extremely limited (by way of example, consumers do not know that, at the expense of the denomination, Pecorino Romano DOP is produced almost exclusively on the territory of the Region Sardinia). In the absence of relevant information campaigns currently underway, this project intends to go to:

- Inform consumers about the characteristics of the product and its production cycle
- Spread the consumption of the product throughout the national territory

#### **Germany market:**

Germany is a market historically oriented towards price, at the expense of product quality. This market orientation is particularly unfavorable for European products with the DOP brand, which are characterized by a higher quality level, but which at the same time have a higher price. On the other hand, there is a dense and consolidated Ho.Re.Ca. network on the German market. which can be the tool for a promotion specifically aimed at a target of end consumers more interested in higher quality products, therefore more receptive to issues such as sustainability, typicality and healthiness that characterize DOP brand products. With this in mind, this project intends to go to:

- Inform consumers about the characteristics of the product and its production cycle
- Promote consumption that is more aware of the quality characteristics of the product and less pricesensitive.

The subjects participating in this call must present a corpus of activities and initiatives (information and promotional) that is developed around a clear and precise strategy oriented towards markets and target groups, aimed at achieving the above objectives and consistent with the duration expected and the financial resources made available.

Work packages and activities that must be present within the proposals, according to the procedures described in detail within the technical specifications:

- Public relations
- Website, Social media
- Advertising
- Communication tools
- Events
- Other activities

Duration of the Program: 36 months (3 annual phases), with indicative start on February 1, 2021.

**Budget of the actions of the executing body**: up to a maximum of € 2.910.000,00 plus VAT pursuant to the law.

This amount must also include the economic operator's fee, while they do not include other charges that will be incurred directly by the proposing organizations.

The indicative breakdown of the budget on the target countries is as follows:

**ITALY 70%** 

**GERMANY 30%** 

Please refer to paragraph 5 below for more detail.

#### TECHNICAL SPECIFICATIONS

#### 3 Object of the contract

#### 3.1 General description of the service

The service consists in the execution of a part of the Program.

The implementing body will therefore have to ensure:

- the project development of the agreed parts of the three-year program, starting from the signing of the contract;
- the operational activation of the promotional actions and activities foreseen for the period established by the Program, on the basis of the objectives set by the communication strategy, also through constant monitoring of the activities carried out and the related effects;
- the financial-administrative management of the agreed parts of the Program, including periodic technical reports and the final technical report.

The service must be characterized by qualified technical and operational support, a high quality of the products made, and distinguished by the innovativeness of the messages, the tools with which to convey them and the methods of involvement of the target audience. The development and execution of the agreed activities of the Program must take place in a manner consistent with the general and specific objectives and the communication strategy, taking into consideration the Priorities and objectives of the EU Reg. 1144/2104, ensuring a clear recognition of the Program and related promoters.

#### 3.2 Methods of execution

For the duration of the contract, the executing body must establish and organize a working group, in compliance with the participation requirements, which is responsible for managing and implementing the Program. All the activities of the working group must be agreed and shared with the contracting body.

One or more members of the working group are expected to be available for periodic monitoring meetings at the headquarters of the contracting body, to give operational support to the plan activities that need to be carried out in close coordination with the reference structure. The coordination and exchange of information with the contracting body may also provide for different and articulated methods: meetings, telephone contacts, video calls, email correspondence, exchange of materials and documents through online sharing systems.

#### 3.3 Staff and working group

The executing body must ensure the services inherent to the services entrusted with integrated personnel with legitimate employment relationships and having the professional and technical requirements appropriate for the use. The working group must be characterized by a flexible organizational approach to respond to the needs that may arise in the course of carrying out the activities.

In particular, the staff of the dedicated working group must have a range of skills in particular in these sectors: project management, team working, communication, graphics, events, knowledge and experience of activities carried out in relation to the markets of the target countries.

For the duration of the contract, the executing body undertakes to:

- a) set up and make available an adequate project team (the people who will directly take care of the work to be done), in compliance with the participation requirements;
- b) agree and share all the team's activities with the contracting entity;
- 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 carrying out the service;
- d) guarantee the stability and continuity of the service in all circumstances, ensuring staff quantitatively and qualitatively adequate to the needs and respecting the contents of the technical offer;
- e) comply with employment contracts for wages, regulations, social security and insurance;
- f) provide a project contact person who will attend the monitoring meetings at the client's headquarters (these will have a periodicity defined by the client), to give operational support to the Program activities;
- g) provide all possible means of communication that can simplify the coordination, monitoring and control of the Program.

#### 4 Duration of the service

The service has a duration of 36 months, starting from the date of the stipulation of the contract, which will be stipulated between the client and the successful tenderer within 60 days from the signing of the agreement and will have as its object the performance of the activities indicated in this announcement under the conditions. reported therein.

The client reserves the right to request a deferment of the term of execution of the service for a maximum of 6 more months, in order to ensure the completion of the activities envisaged by the Program, on equal economic terms.

# 5 Type of activities and initiatives foreseen by the Program

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

- WP2 Public relations
- WP3 Website. Social media
- WP4 Advertising
- WP5 Communication tools
- WP6A Events: Cibus Fairs, Tuttofood, Anuga
- WP6B Events: Seminar activities with hotel schools and professional chef associations.

Below are the general indications relating to the information and promotional activities that will make up the proposals presented in the context of this selection procedure.

It should be noted that the bidder within the indicated WPs has some general indications but is free to formulate and deepen the proposed actions as well as to change the relative budget respecting the WPs listed.

#### WP2 - Public relations

#### Public relation activities

The main objective of the action in question is to strengthen the recognisability of the PDO quality mark (and of the testimonial product in particular) on the target markets by focusing the message on quality and on the community logo. The communication activity through a dedicated press office will therefore be based on the shared keywords and enriched with all the news items. The organized press events will offer communication elements and contents that will be disseminated in the following months through the press office and PR activities.

The public relations activity will be aimed at:

- end consumers through the involvement of traditional media and especially bloggers and influencers who deal with the wine, gastronomy, travel and lifestyle sectors
- journalists, influencers, bloggers ...
- operators in the ho.re.ca sector

The main activities for building an ongoing and lasting relationship with the press that will be activated are:

- · Creation of database of press contacts
- Press kit drafting
- Writing and sending press releases
- Press review monitoring
- PR work on and offline both during events and on the various communication channels

### ANNUAL INDICATIVE BUDGET PER COUNTRY TARGET

ITALIA €. 50.000,00 GERMANIA €. 47.000,00

#### WP3 - Web site, social media

#### On line communication

Continuous activity. At the same time as the start of the project, the creation of the dedicated website is expected. The website will be accompanied by the most suitable social channels (primarily Facebook and Istagram for the area). The person in charge of carrying out the actions is required to prepare a specific editorial plan for the project, consistent with the above objectives and complete with the best strategy for achieving the expected results.

#### ANNUAL INDICATIVE BUDGET PER COUNTRY TARGET

ITALIA €. 25.000,00 GERMANIA €. 37.000.00

# WP4 - Advertising

#### ADV

ADV campaigns will be guided by the project strategy and by the press office and PR work. The advertising campaigns will be carried out mainly on the TV channel and in a minority manner on the remaining channels (social sector press etc.)

With reference to advertising in the press and radio and television communication, participants are asked to present their best proposal in terms of newspapers and channels, in order to achieve the expected results with respect to the promotional objectives set.

### ANNUAL INDICATIVE BUDGET PER COUNTRY TARGET

ITALIA €. 385.000,00 GERMANIA €. 0

#### WP5 - Communication tools

### INFORMATION MATERIALS AND MERCHANDISE

The promotional material is a fundamental support for all planned activities and in particular for those in more direct contact with final consumers. The promotional material will include information folders and gadgets:

Information folder: distributed to participants during the events, it will address the key messages of the project:

- Presentation of certified quality systems;
- Respect for EU policies in terms of quality, traceability, sustainability, environmental safety, authenticity, respect for the environment;
- Presentation of the productions and the proposing organizations;
- Presentation of the reference area.

Other support materials may include: Infographic leaflet, Roll Up, Banner, Shopping bags, Pendrive or other commonly used gadgets to maintain public involvement

#### ANNUAL INDICATIVE BUDGET PER COUNTRY TARGET

ITALIA €. 37.000,00 GERMANIA €. 50.000,00

WP6 - EVENTS				
6A Stands at trade fairs				
Participation in the fairs indicated below				
ANNO 1	ANNO 2	ANNO 3		
ITALIA – Tutto Food €. 58.000,00	ITALIA – Cibus – €. 58.000	ITALIA – Tutto Food €. 58.000,00		
GERMANIA – Anuga €. 60.000	GERMANIA €.	GERMANIA – Anuga €. 60.000		

### 6B Hotel schools and professional chefs associations - seminars and competitions

Informative and training activities aimed at the dissemination of the themes characterizing the project, aimed at schools and hotels and professional chefs association, also through the organization of contests, competitions etc ...

Participants are requested to present their best proposal in terms of format for promotional activities, in order to achieve the expected results with respect to the promotional objectives set.

### ANNUAL INDICATIVE BUDGET PER COUNTRY TARGET

ITALIA €. 141.000,00 GERMANIA €. 100.000,00

#### SELECTION PROCEDURE FOR THE PROGRAM EXECUTION BODY

# 6. Requirements for participation in the tender

#### 6.1 Inexistence of causes of exclusion from participation in the Race

Participation in this tender procedure is reserved to economic operators who on the date of submission of the offer declare that there are no grounds for exclusion pursuant to Directive 2014/24 / EU, or related grounds for exclusion:

- · criminal convictions;
- the payment of taxes or social security contributions;
- insolvency, conflict of interest or professional offenses.

The non-existence of these reasons for exclusion must be attested by the attached declaration (Attachment B), signed by the legal representative. In the event of a temporary grouping not yet established, each operator must produce this declaration.

# 6.2 Economic and financial capacity requirements

The economic operator (single or in a temporary grouping of companies) who intends to participate in this selection tender:

- must have achieved, in the three-year period 2017-2018-2019, a total turnover of not less than Euro3.000.000,00 in letters: (Euro three million / 00) net of VAT, resulting from VAT returns or equivalent tax in the EU;
- must attach the declaration of the Banking Institution by the Economic Operator of the financial means necessary to guarantee the execution of the actions foreseen by the Program (suitable bank references):
- must attach the CCIAA certificate or registration in a commercial register kept in the Member State where the economic operator is based.

The possession of these requirements must be certified by means of the attached declaration (Annex B), signed by the legal representative. These requirements must be possessed by the economic operator as a whole, or as a subject in a temporary grouping of companies.

#### Technical and professional capacity requirements

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

- having carried out, in the three-year period 2017-2018-2019, services similar to those object of the tender for an amount not less than Euro 1.500.000.00 overall (in words: Euro one million five hundred thousand / 00) net of VAT;
- attach the list of main services performed (company CV);
- attach the CVs of the staff employed, in the eventual execution of the Program, which demonstrate a proven experience in services similar to those covered by the tender.

Similar services include (by way of example and not limited to):

- management of complex international promotion projects / programs;
- management of groupings of companies and coordination of work groups;
- planning and management of public contribution programs;
- · event and incoming organization activities;
- press office management;
- communication activities, PR, etc. also online;
- · creation of information material;
- creation of promotional videos;
- promotional activities in the agri-food sector.

These requirements must be certified by means of the attached declaration (Annex B) signed by the Legal Representative of the proposing party and the sending 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 agent must in any case possess the requirements and perform the services in a majority measure.

#### 7 Award criteria

The contract is awarded based on the most economically advantageous bid criterion, pursuant to art. 95 of Legislative Decree 50/2016 and subsequent amendments, according to the breakdown of the scores described below, taking into account the technical offer and the economic offer.

The qualitative aspects of the service and the price will be taken into account together, therefore, the total 100 points will be evaluated in the following proportions:

- TECHNICAL OFFER: MAXIMUM 85 POINTS;
- ECONOMIC OFFER: MAXIMUM 15 POINTS.

The following criteria have been established for the assignment of the points with relative sub-criteria.

TECHNICAL OFFER: MAXIMUM 85 POINTS			
Criteria	Subcriteria	Max score	
1. QUALITY OF THE TECHNICAL OFFER - OVERALL STRATEGY	Quality of the articulation of the overall strategy and of the activities and their coherence with the specifications provided by the contract and by the reference Program	Up to 6 points	
	Ability to produce the expected results and achieve the objectives set by the project	Up to 4 points	
Maximum points attribu	10		
2. QUALITY OF THE TECHNICAL OFFER - PROJECT OUTPUT	Creativity and innovation of the communication tools proposed (eg press office management, realization of promotional video, realization of information material and online communication, realization of events and incoming, etc.)	Up to 8 points	
	Effectiveness and capacity of the expected outputs to communicate the project message	Up to 4 points	
	Quality of graphic design and concept	Up to 5 points	

	Quality of the proposal for carrying out the positioning analysis Quality of the proposal for carrying out the positioning analysis	Up to 3 points	
	Quality of the working group dedicated to communication, graphics, event management, etc. of the project (CV evaluation of the dedicated work group)	Up to 10 points	
Maximum points attribut	Maximum points attributable :		
3. QUALITY OF THE TECHNICAL OFFER - METHODOLOGICAL APPROACH	Adequacy in the implementation and execution of the actions	Up to 20 points	
	Adequacy of planning in terms of consistency with the objectives of the communication strategy and consistency with the timing of the programming: in particular, consistency between the schedule of the proposed activities and effectiveness of the implementation of the individual actions, also in relation to the professional resources involved	Up to 8 points	
	Adequacy of the control mechanisms to monitor the correct economic-financial execution of the project and compliance with the time schedule: quality and effectiveness of the procedures for carrying out the actions envisaged	Up to 2 points	
	Quality of the work group dedicated to the project management activity (CV evaluation of the dedicated work group)	Up to 10 points	
	Additional services / activities proposed to improve the service	Up to 3 points	
	Assistance activities provided to the Consortium	Up to 2 points	
Maximum points attributable		45	
Maximum points Techni	85		

The Commission will evaluate each technical offer, assigning a qualitative coefficient for each sub-criterion:

not verifiable	0
insignificant evaluation	0,1
evaluation just enough	0,2
sufficient evaluation	0,3
evaluation between sufficient / discrete	0,4
fair evaluation	0,5
evaluation between fair / good	0,6
good rating	0,7
evaluation between good / excellent	0,8
excellent evaluation	0,9
excellent rating	1,0

ECONOMIC OFFER: MAXIMUM 15 POINTS					
Criteria		Subcriteria		Max score	
ECONOMICITY OF THE OFFER	Economic offer for activities (SUBTOTAL ASSETS) according to the following formula	Up poin		10	
	Economic offer for the	Economic offer for the fee of the participating economic operator according to the following formula	Up poin	to ts	5
Maximum points attributable		15			

As for the economic offer for the activities (maximum of 10 points out of 100) the score will be assigned on the basis of the following formula:

Economic offer for activities score considered = Offer X/Max Offer \*10

Maximum bid: is the highest economic offer for the activities (SUBTOTAL ACTIVITY) among those presented; Offer X: is the economic offer for the assets (SUBTOTAL ACTIVITIES) of the economic operator considered. With regard to the economic offer for the fees of the participating economic operator (maximum of 5 points out of 100) the score will be awarded based on the following formula:

economic offer score for the economic operators fee considered =

Minimun %discount/ Discount %X \*5

Minimum% discount: is the discount on the economic offer for the lowest participating economic operator fees among those presented; % X discount: is the discount on the economic offer for the economic operators fee considered.

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

Increased offers are not permitted.

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

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

In the event of a tie score, the contract will be awarded to the competitor who will receive the highest score in the technical offer. In the event of a tie between the economic offer and the technical offer, a draw will be held. The contracting authority is not required to pay any compensation to competing companies, for any reason or reason, for the bids submitted.

Once the required checks on the possession of the prescribed requirements have been completed, the contract will be awarded.

The award immediately binds the entrant entrusted with the tender, while the contracting body will be definitively committed only when, pursuant to the law, all the consequent deeds necessary for the performance of the tender will have achieved full legal effect.

In the event that the assignee does not present himself for the stipulation of the contract or in which the falsity of the declarations given is ascertained, the contracting body reserves the right to confer the task on the subject subsequently placed in the ranking, having carried out the checks of rite

Consorzio per la Tutela del Formaggio Pecorino Romano will proceed with the award even if only one valid offer is presented, provided it is fair.

In application of the art. 95, paragraph 12, of Legislative Decree 50/2016 and s.m.i. the contracting body will not proceed with the awarding where no bid turns out to be convenient or suitable in relation to the object of the contract.

The opening of the envelope relating to the economic offer will take place in a public session at the conclusion of the assessment work carried out by the aforementioned Commission.

The results will be communicated via Legal email to the participants and will be published on the website of the Consorzio per la Tutela del Formaggio Pecorino Romano DOP.

#### 8 How to present the proposals

Organizations interested in participating in the Call for Tenders for the selection of the Executing Body must, under penalty of exclusion, send all the necessary documentation in a closed envelope containing 3 envelopes equally closed and sealed with adhesive tape or other suitable means:

- ENVELOPE A administrative documentation, which must contain:
  - request to participate in the procedure according to the model in Annex A, completed and signed by the legal representative;
  - the declarations required according to the model in Annex B, completed and signed by the legal representative;
  - identity document of the subscriber (s);

- o declaration of the Bank of the possession of the necessary financial means to guarantee the execution of the actions foreseen by the Program (suitable bank references);
- inspection of the Chamber of Commerce or entry in a commercial register kept in the Member State where the economic operator is established;
- CV of the operator (s) involved in the participation (company CV);

#### • ENVELOPE B - technical offer, which must contain:

- technical report containing the detailed description of the activities using the references indicated in the following chapter: PROCEDURE FOR THE PREPARATION OF THE TECHNICAL OFFER ENVELOPE B;
- o CV of the personnel employed;

### ENVELOPE C - economic offer, which must contain the indication:

o of the economic offer for the activities (SUBTOTAL ACTIVITIES);

or the economic operator's fee considered according to the model described in the following chapter: ARRANGEMENTS FOR ECONOMIC OFFERING - ENVELOPE C.

In the event that Envelope B or C is open, the relevant investee will be excluded.

In the following sections (Methods of preparation of the technical offer and Procedures for preparing the economic offer) indications are provided on how the technical and economic offer should be drawn up.

The documentation must be written in Italian by the tender participant and also it must be presented in paper format and in electronic format – PDF non-editable, printable and copyable - on CD or USB, no later than the day Friday 7<sup>th</sup> 2020 at 12.00.

The delivery of the package remains at the risk of the sender if, for any reason, it does not reach its destination by the deadline.

All documents must be signed by the legal representative of the economic operator participating in the Selection Procedure; in the case of a temporary group already established, it must be signed by the legal representative of the designated competitor as Parent Company; in the case of a temporary grouping not yet constituted, the offer must be signed by all the subjects that will constitute the aforementioned grouping. Postal address to which proposals must be sent within the aforementioned deadline:

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

On the outside of the envelope, in addition to the indication of the sender (individual or grouped subjects), the following wording must be reported:

NOTICE OF SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY IN CHARGE OF THE EXECUTION OF A PART OF THE INFORMATION AND PROMOTION PROGRAM OF AGRICULTURAL PRODUCTS - INTERNAL MARKET - DO NOT OPEN

On Monday 10<sup>th</sup> February hours 9.30AM we will proceed to the public session of opening of the envelopes received at the headquarters of the **Consorzio per la tutela del Formaggio Pecorino Romano DOP**, in order to start the examination of the documentation presented.

Timely communication will be given to all participants, on subsequent public sessions, via PEC.

Legal representatives of the bidders or persons delegated by the legal representative of the participating economic operators can participate in the public sessions.

The evaluation of the technical offers will take place in one or more confidential sessions by the Evaluation Commission indicated in the art. 7

Further information can be requested at the following addresses:

- Daniela Murgia: <u>d.murgia@pecorinoromano.com</u>.
- Gianfranco Gaias: giangaias@pecorinoromano.com

#### 9 Tender documents

#### 9.1 Indications regarding irregularities in administrative documentation, - envelope A

According to the art. 83, paragraph 9, of Legislative Decree 50/2016 and amendments the deficiencies of any formal element of the application can be remedied through the preliminary rescue procedure. In particular, in case of lack, incompleteness and any other essential irregularity of the presented documentation, with the exception of those related to the economic offer and the technical offer, the contracting body assigns to the competitor a term, not exceeding ten days, so that the necessary declarations are made, integrated or regularized, indicating their content and the subjects that they must render. In case of useless expiry of the regularization deadline, the competitor is excluded from the tender. Shortcomings in the documentation that do not allow the identification of the content or of the subject responsible for it are essential irregularities that cannot be remedied.

# 9.2 Method of preparation of the technical offer - envelope B

#### A. Contents of the technical report

The operator must indicate his initiatives for each point listed below and the related methods of execution and achievement of the results.

#### 1. OVERALL STRATEGY

The contracting body will have to articulate its proposal by proposing the implementation strategies that it considers most effective in pursuing the project objectives using the following indications:

- a) demonstration of the work group's ability 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) methods of achieving the specific objectives and results indicated in the project.

#### 2. PROJECT OUTPUT

The contracting body will have to articulate its proposal by proposing types of activities and the implementation methods that it deems most effective for the production of the project outputs using the following indications:

a) description of the project outputs: proposal relating to the implementation methods and contents of the requested project outputs, positioning analysis, graphic proposal and concept and content of promotional messages and their consistency with the Program and capacity of the working group of produce these outputs;
b) presentation of the working group responsible for carrying out the communication and market analysis activities.

# 3. METHODOLOGICAL APPROACH AND ARTICULATION OF THE ACTIVITIES

For each type of activity reported in the specifications, the specific interventions that are intended to be implemented to achieve the project objectives must be described. The activities and related interventions must be consistent with the strategies proposed for the individual target countries and with the relative target groups identified and must be declined according to the points below:

- a) procedures for carrying out the actions: description of the operating methods used for the provision of the services and relative consistency with the aims and objectives of the proposed communication campaign and with the Program;
- b) time schedule: adequacy of time and resources, foreseen in the time schedule and its coherence with the Program which will have to be articulated over a period of three years;
- c) consistency with the general strategy and the executive procedures of the interventions proposed above;
- d) description of the monitoring mechanisms and the correct execution of the activities;
- e) presentation of any additional activities / services proposed and of the assistance provided to the Consortium:
- f) description of the work group and specific responsibilities in relation to the various activities.

The previous points must be organized and presented according to the criteria and sub-criteria described in art. 7 and by activity. Any additional and additional documentation will not be considered by the evaluation commission.

The aforementioned points A) and B) must be included in Envelope B - Technical offer.

# 9.3 How to prepare the economic offer - envelope C ECONOMIC OFFER $\,$

The costs must be detailed by target country, for each activity and type of activity necessary for the organization and implementation of the service (SUBTOTAL) with indication of the value of the economic operator's fee considered according to the following scheme.

The following are example tables:

3					
PAESE TARGET :					
Activity description	Unit cost in €	Measure unit	YEAR 1	YEAR 2	YEAR 3
W.P. 2 PUBLIC RELATIONS					
Example: Editorial plan					
Press kit					
•••••					
SUB-TOTAL ACTIVITY WP 2 PER YEAR			€.	€.	€.
HONORARY ECONOMIC OPERATOR WP 2			€.	€.	€.
W.P. 3 WEB-SITE AND SOCIAL MEDIA					
SUB-TOTALE ACTIVITY WP 3 PER YEAR			€.	€.	€.
HONORARY ECONOMIC OPERATOR WP 3			€.	€.	€.
W.P.4					
SUB- TOTALE GENERALE ATTIVITA' PER ANNO (WP2+WP3+)			€.	€.	€.
GENERAL SUB-TOTALE HONORARY OPERATOR (WP2+WP3+)					
TOTAL ECONOMIC OFFER TARGET MARKET			€	€	€.

NB: THE TOTAL OF THE ECONOMIC OFFER must be at most equal to the total amount of this selection procedure (€ 2.910.000,00 NO VAT).

The compensation of the implementing body (fee of the economic operator) must be at most equal to 14% of the total cost referred to the actions (SUBTOTAL ACTIVITY).

This table will form the economic offer and will be inserted in Envelope C - Economic offer.

#### 10 Work group

The work group indicated in the offer cannot be modified, neither in the total number of the components nor in the person of the single components, without the prior consent of the client. To this end, the winning bidder must make a specific and motivated request indicating the names and curricula of the proposed components to replace those indicated in the bid. Replacement will be allowed only if the proposed substitutes have a similar or more qualified curriculum than the one of the replaced persons. The replacement or variation of the work group without the client's consent is the cause of termination of the contract. The assignee assumes all legal insurance and social security charges, undertakes to comply with the regulations in force on the subject of occupational safety and remuneration of employees and, in general, undertakes to comply with all the obligations deriving from laws, regulations, collective agreements and supplementary company agreements on labor relations, in relation to all the persons who carry out activities in favor of the same, both in direct dependence, as well as occasionally, with contracts of any kind. The assignee assumes all responsibility for damages or injuries that may arise to said persons or be caused by such persons in the performance of any activity, directly or indirectly, inherent in the services covered by this procedure.

# 11 Obligations of the implementing body

The selected Implementing Body undertakes to collaborate with the contracting authority in drafting the project which will be presented on the 2020 Simple Programs Announcement of Reg. (EU) no. 1144/2014.

In case of approval of the Program that will be presented under the Simple Programs Announcement Year 2020 of Reg. (EU) n. 1144/2014, of the Delegated Reg. (EU) n. 2015/1829, of the Implementing Reg. (EU) n. 2015/1831 and following the signing of the relative contract, the following elements will be charged to the contractor / implementing body:

- 1. the performance of the services covered by the contract, in agreement and collaboration with the contracting organization and the full and unconditional acceptance of the contents of this specification;
- 2. the observance of every indication contained in this specification, even if not specifically mentioned in this article, of rules and standards in force both at national and community level, as well as those that may be issued during the contractual period (including the rules regulations and municipal ordinances), with particular regard to those relating to hygiene and safety and in any case relating to the subject of the contract:
- 3. The implementing body assumes technical and financial responsibility for the actions referred to in Articles 3 and 5, including that relating to their compatibility with the current European Union legislation and with the rules of the relevant policy.

The contractor / implementing body must:

- for a period of three years after the payment of the balance, keep records and keep supporting documents, in order to demonstrate the correct implementation of the action and the costs declared eligible;
- if inspections, audits, investigations, disputes or legal actions are underway under the agreement, keep records and supporting documents until the end of these procedures;
- make the above documentation available on request or in the context of controls, audits or investigations;
- make available to the contracting body all the documentation produced during the performance of the service, as well as all the data processed, used or collected during the execution of the activities, including the data necessary for a correct assessment of the effectiveness of the program, in accordance with the regulatory framework and all the information necessary for the preparation of periodic and final reports;
- keep the original documents.

#### 12 Confidentiality and non-disclosure

The successful tenderer may not use, either directly or indirectly, for his own benefit or for that of third parties, the mandate given and the information he will become aware of in relation to it and this even 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 will become aware during the performance of the activities.

The assignee undertakes to respect, in the performance of the activities covered by this procedure, all the principles contained in the current regulatory provisions, relating to the processing of personal data and in particular those contained in Legislative Decree no. 196/2003 and s.m.i. and in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also "GDPR") and to ensure that personal, asset, statistical, registry data and / or of any other kind, of which it will become aware as a result of the services rendered, in any way acquired, are considered confidential and as such treaties, while at the same time ensuring the transparency of the activities performed.

The service provider must formally commit himself to give instructions to his staff so that all data and information are treated in compliance with the relevant legislation.

The contractor of the service undertakes to use the aforementioned data and information exclusively for the purposes and within the scope of the activities foreseen by the present specification

#### 13. Conflicts of interest

The contracting authority 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 of the provisions of article 24 of Directive 2014/24 / EU and of art. 42 of Legislative Decree 50/2016.

# 14 Changes to the contract - quantitative and qualitative changes in services and unilateral withdrawal

The contracting body, if during the execution of the contract it is necessary to increase or decrease the services up to the amount of the fifth of the contract, reserves the right to request the contractor to carry out the same conditions provided for in the original contract. Furthermore, modifications to the contract may be envisaged during the period of effectiveness in compliance with the conditions referred to in Article 106 of Legislative Decree 50/2016. The contracting authority also reserves the right to terminate, for reasons not attributable to the executing body, the contract in whole or in part by recognizing to the enforcement body a compensation in terms of law on the part of the contract not executed. Should extraordinary interventions not requested in the present specifications be requested, the relative conditions will be agreed from time to time between the contracting body and the executing body.

## 15 Relations between the contractor and the Administration of the commissioning body

The winning economic operator must identify a contact person in charge of the service, who will have the obligation to work closely with the Executing Director of the contracting Administration and the Single Process Manager in the realization of the Service object of the contract, as well as the operational resolution of issues related to particular business needs.

#### 16 Transfer and subcontracting

The successful tenderer is required to perform the services included in the contract on his own and the same cannot be transferred under penalty of nullity, except in the cases provided for by law. Subcontracting is allowed within the limits and according to the methods indicated in art. 105 of Legislative Decree 50/2016 and amendments

### 17 Methods of payment

The award amount will be paid as follows: - deferred installments based on the progress of the service presented at the deadlines set by the Program and by the relevant legislation, up to a maximum of 80% of the contractual amount, following the presentation of a regular invoice, to which appropriate reports must be attached on the activities performed and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions; - balance of the contract amount, at the end of all the activities envisaged following the presentation of a regular invoice, to which a final report must be attached on the activities carried out and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions. The invoice, together with the foreseen documentation, must be submitted to the Contract Execution Director and to the single Process Manager in order to acquire the visa concerning the correct execution of the contract.

#### 18 Defaults

The contracting authority has the right to contest the services rendered that do not comply in full or in part with the specifications of the tender or offer proposed in the tender. In the event of a dispute, the contracting authority may request the supplier to replace personnel who are inadequate to perform the services. In the event of delay or refusal, as well as in any other hypothesis of non-compliance with the contractual obligations assumed by the economic operator, the contracting body will contest the non-compliance in writing with the execution body.

## 19 Express termination clause

In addition to the provisions of article 1453 C.C. for the cases of non-fulfillment of the contractual obligations, the following cases constitute reason for the resolution of the assignment, pursuant to article 1456 of the Civil Code,

- I. serious non-compliance with the rules concerning the payment of insurance and social security charges, as well as the regulations in force concerning occupational safety and remuneration of employees:
- II. manifest non-fulfillment of the commitments undertaken with the contract;
- III. unexplained interruption of the service:
- IV. failure to comply with the design guidelines presented and any additional indications regarding the quality of the service:
- V. unauthorized disclosure of data or information relating to users, businesses and services or their non-compliant use and, in general, violation of the duty of confidentiality;
- VI. non-compliance with the prohibition of transfer of the contract;
- VII. non-compliance with the rules relating to subcontracting.

In the cases indicated above, the assignment will be automatically terminated with immediate effect following the declaration of the contracting body to make use of the termination clause; this declaration will be sent via certified electronic mail (PEC) to the contractor's PEC address.

In the event of termination of the contract, the contracting body has the right to forfeit the final bail. Following any rulings, even of an interim nature, of the Regional Administrative Court or the Council of State, if an appeal is lodged, the contracting body may take the consequent measures, including revocation and / or cancellation of the assignment with consequent right to terminate and / or withdraw and / or to declare the contract ineffective and to call for a new tender or to entrust the service to another person. The contractor, in the event of termination and / or withdrawal and / or ineffectiveness of the contract, nothing can claim, even in derogation of the art. 1671 of the civil code, from the client to any title - contractual, pre-contractual and extra-contractual - except for the compensation for the activities carried out up to the moment of receipt of the communication of resolution and / or withdrawal and / or ineffectiveness.

#### 20 Controls

The contracting authority has the right to check and verify the proper execution of the service with the help of appointees chosen at its discretion. Since the contract is financed with European Union resources, controls can be arranged by the competent services of the European Union and / or national authorities.

#### 21 Contractual expenses

Stamp duty, stipulation, registration and any other ancillary expense related to the contract, are charged to 50% of the contractor execution body and to the remaining 50% to the contracting body.

# 22 Litigation

For the resolution of all disputes that may arise in the execution of the service, which cannot be defined in a short time by the contracting parties, the competent court is that of Asti.

#### 23 Property and use rights

The property and / or utilization and economic exploitation rights of the documents prepared or created by the executing body by its employees and collaborators in the context or during the execution of this service will remain the exclusive property of the contracting body which therefore, it may, without restriction, arrange for the publication, dissemination, use, duplication of such intellectual or material works. Said rights, pursuant to

Law n. 633/41 "Protection of copyright and other rights granted in its exercise" as amended and supplemented by Law 248/00, shall be understood as being sold, acquired and licensed in a perpetual, unlimited and irrevocable manner. The execution organization undertakes to deliver all the products in an open and modifiable format and expressly undertakes to provide the contracting authority with all the documentation and material necessary for the effective exploitation of the exclusive ownership rights, as well as to sign all documents necessary for the possible transcription of said rights in favor of the contracting body in any public registers or lists. The execution body undertakes to comply with the current legislation on 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 "GDPR"), we inform you that the the data collected are intended for the choice of the contractor and their conferment is optional, provided that the competitor who intends to participate in the procedure or to win the contract must provide the contracting body with the documentation required by current legislation. The rights of the interested party are those provided for by the aforementioned legislation. These rights can be exercised pursuant to and for the purposes of Legislative Decree 196/2003 and GDPR. The data collected can be communicated to the personnel of the contracting body that is in charge of the procedure and to any other person who is interested in it pursuant to Law 241/1990 s.m.i. In particular, with regard to the procedure established by this procedure:

- a. the purposes to which the data collected are held pertain to the verification of the competitors' ability to participate in the tender in question;
- b. the data provided will be collected, recorded, organized and stored for the purpose of managing the tender and will be processed, both by paper and magnetic support, also after the possible establishment of the contractual relationship, for the purposes of the relationship;
- c. the provision of the requested data is a charge under penalty of exclusion from the tender:
- d. the subjects or categories of subjects to whom the data may be communicated are: 1) the personnel of the contracting body; 2) the competitors participating in the public tender; 3) any other person who has an interest under the law n. 241/1990 and s.m.i.;
- e. the rights of the interested party are those set forth in art. 7 of Legislative Decree n. 196/2003 and s.m.i. and articles from 15 to 22 GDPR, to which reference is made;
- f. the active party of the collection is the contracting body and the person in charge is Salvatore Palitta Chairman

The data controller is \_Salvatore Palitta pursuant to art. 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation ("GDPR") and of the art. 29 of Legislative Decree no. 196/2003, as well as of the Italian regulation of adaptation to the GDPR.

For any further aspect in this regard, it is possible to refer to the "Information on the processing of personal data to the customer" of the **Consorzio per la tutela del Formaggio Pecorino Romano DOP** and to address requests to the Consorzio per la tutela del Formaggio Pecorino Romano DOP, in Macomer (NU), Corso Umberto I 226, con lettera raccomandata, oppure via mail all'indirizzo mail: info@pecorinoromano.com Or by phone +39 0785 70537.

# 25 Sole responsible for the procedure

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