

**TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE FOR THE BODY
RESPONSIBLE FOR IMPLEMENTING THE INFORMATION AND PROMOTION
PROGRAMME FOR AGRICULTURAL PRODUCTS ON THIRD MARKETS
AUSTRALIA**

Approved by the Board of Directors of the Consorzio per la Tutela del Formaggio Pecorino Romano on 11 February 2026

1. INTRODUCTION AND PRELIMINARY INFORMATION

The **CONSORZIO PER LA TUTELA DEL FORMAGGIO PECORINO ROMANO** (hereinafter referred to as the Consortium), with registered office in Corso Umberto I n.226 – 08015 Macomer (NU), Tax Code 03753830581, VAT number 00958190910, intends to present a three-year information and promotion programme (hereinafter referred to as the 'Programme') for the AUSTRALIA third markets, pursuant to EU Regulation No 1144/2014 of the European Parliament and of the Council AGRIP-SIMPLE-2026-TC-ALL.

By virtue of this, with this document

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pursuant to the relevant articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 1829/2015, Delegated Act No. 1831/2015, a **call for tenders for the selection, through an open competitive procedure, of an Implementing Body (IB)** responsible for carrying out the actions (activities/initiatives) aimed at achieving the objectives set out in the **Programme to be submitted under Regulation (EU) No 1144/2014 of the European Parliament and of the Council - Call 2026** and which will take place in the following target country: **AUSTRALIA** and concerns the following products with designation:

Product origin identification code – File number and date of recognition	CN code	Product
PDO-IT-0017 ¹ -21/06/1996	04069063	Pecorino Romano PDO

IBs that meet the requirements set out in the above-mentioned EU Regulations, as specified in the following paragraphs, are invited to submit a bid (hereinafter also referred to as a 'proposal') in strict compliance with the instructions contained in these 'Technical Specifications'.

It should be noted that, **as this call for proposals is aimed at implementing a promotional programme that is still subject to an application for funding from the above-mentioned funds, if the Consortium is not among the proposing organisations selected in the above-mentioned Call for Proposals, the award of the services covered by this tender will be considered null and void. In this case, therefore, no obligation shall remain on the Consortium, which shall not be subject to any claim for reimbursement or damages.**

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

The proposal formulated by the selected implementing body will be used by the Consortium to submit the grant application under the call for proposals "**AGRIP-SIMPLE-2026-TC-ALL AUSTRALIA**" Reg. EU 1144/2014.

In the event that the European Commission refuses to approve the programme under the 2026 call, the Consortium reserves the right to re-submit the programme designed in collaboration with the selected implementing body under one or more official calls for proposals by the European Commission no later than August 2027.

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

1.1. REGULATORY FRAMEWORK

This call for tenders has been drawn up in accordance with the essential regulatory framework and, for the purposes of implementing 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;
- Regulation (EU) 2015/1829 – delegated regulation, Article 2(1) and (2);
- Reg. (EU) 2015/1831 – Implementing Regulation: Articles 2, 9 and 10(3) and (4), 11 and 18;
- European Commission Note DDG1.B5/MJ/DB D(2016)321077 of 7 July 2016 – Guidelines on the tendering procedure;
- Decree of the Director-General of the Ministry of Agriculture, Food Sovereignty and Forestry – Department of Food Sovereignty and Horse Racing DG Agebil – No. 0629571 of 21/11/2025 – 'Guidelines for the selection of the implementing body – Call 2025'
- ANAC Type Notice no. 1/2023 where compatible
- European Commission Communication (2006/C) 179/02, paragraph 2.1.2
- Call for proposals for simple programmes AGRIP-SIMPLE-2026-TC-ALL

The Consorzio per la Tutela del Formaggio Pecorino Romano **is not a public law body within the meaning of Article 2** paragraph 1, point 4, of Directive 2014/24/EU and, therefore, as indicated in the above-mentioned legislation, it is required to apply the national rules transposing the European Directives on public procurement (in Italy, Legislative Decree 36/2023), **only where compatible,** solely to ensure compliance with the principles of transparency, publicity, non-discrimination and equal treatment required by the EU Regulation, as well as the conditions set out in the aforementioned Guidelines and decisions of the European Commission and the Ministry of Agriculture, Food Sovereignty and Forestry.

Legislative Decree 36/2023 and the guarantees provided therein are in fact referred to by analogy as an expression of the principles of maximum participation and proportionality. The Consortium must select the implementing bodies through an open and competitive tendering procedure.

Legislative Decree 36/2023 will be referred to for all procedural aspects necessary to ensure the above-mentioned principles.

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

This procedure does not provide for division into lots, as it is more efficient and effective for the performance of the service to identify a single implementing body that can carry out all the activities provided for in the programme in question.

In fact, the work packages and related activities are closely interlinked and must be carried out in a logical and functional sequence that can only be optimised by having a single implementing body, which must ensure the coordination and integration of the working group and the various professionals necessary and involved in the provision of the service.

2. KEY PROJECT INFORMATION

Products being promoted:

Product origin identification code – File number and date of recognition	CN code	Product
PDO-IT-0017 ² - 21/06/1996	04069063	Pecorino Romano PDO

Lead Organisation:

Consorzio per la Tutela del Formaggio Pecorino Romano

Target countries: AUSTRALIA

Geographical areas:

The proposed programme of measures must focus on the following cities:

- Sydney
- Melbourne

Target groups:

- o Consumers
- o Trade operators: GDO, specialised shops, HO.RE.CA

See the section entitled "*General project strategy*" for further details.

General objective (GO):

The general objective, as set out in the 2026 Work Programme and the aims listed in Articles 2 and 3 of Regulation (EU) No 1144/2014, is to highlight the specific characteristics of agricultural production methods in the Union, in particular in terms of food safety, traceability, authenticity, labelling, nutritional and health aspects, respect for the environment and sustainability, and the characteristics of agricultural and food products, in particular in terms of quality, taste, diversity or traditions.

Specific Objectives (SO):

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

The specific objectives of the Programme, in accordance with the GOs and the aims listed in Articles 2 and 3 of Regulation (EU) No 1144/2014, are to:

- Improve the competitiveness and consumption of EU agri-food products, in particular Pecorino Romano PDO;
- Increasing awareness of European quality schemes and their recognition in the target market – AUSTRALIA;
- Increase the recognition of the quality scheme by end consumers, opinion leaders, the press and retailers through specific information and promotion activities;
- Increase the perceived value of the promoted products PECORINO ROMANO PDO, as representative of Made in Europe products and quality characteristics;

The **EXPECTED FINAL IMPACT** is to improve the competitiveness and consumption of EU agri-food products, increase their visibility and increase their market share in the target country – AUSTRALIA.

Below is a brief overview of the market for the products covered by the programme.

TARGET COUNTRY AUSTRALIA

DAIRY SECTOR

Australia is a strategically important market for Pecorino Romano PDO cheese, offering great prospects for diversification at a time of major upheaval, particularly in the United States. The search for new markets is both a priority and an opportunity that encourages us to look more decisively towards areas such as Australia.

The Australian market is increasingly strategic for Pecorino Romano PDO. According to ISMEA data, Australia ranks 14th in the world in terms of the value of mature cheese imports, and Italy is the second largest supplier with an 11% share. Consumer interest is rapidly evolving and demand for quality PDO products is growing steadily. Retail sales have been increasing steadily since 2016, while the presence of Italian products is strengthening in delicatessens and restaurants. Australians are increasingly sophisticated and discerning consumers, and Pecorino Romano, with its unique characteristics, fits perfectly into this trend towards high-end products.

On the one hand, Australia is an open market regulated by strict technical standards that prioritise safety, quality and traceability. On the other hand, consumers are increasingly oriented towards healthy foods linked to environmental sustainability, strengthening the appeal of Italian quality designations and Made in Europe products, with a steady growth in curiosity towards products such as Pecorino Romano PDO.

The proposal must also define and articulate a communication and promotion strategy aimed at achieving the objectives, targets and key messages through tools and actions that have a significant impact on the target country, AUSTRALIA.

The entities (hereinafter also referred to as 'economic operators') participating in this call for proposals must submit a set of activities and initiatives (informative and promotional) developed around a clear and precise strategy geared towards the market and target groups, aimed at achieving the above objectives and consistent with the message presented by the European Commission during the programme application phase, with the expected duration and financial resources made available.

Work packages (WP) and activities that must be included in the proposals, as described in detail in the technical specifications in the following sections:

- WP 2 – Public relations
- WP 3 – Website, social media
- WP 4 – Advertising
- WP 5 – Communication tools
- WP 6 – Events
- WP 7 – POS

For further details, see paragraph 5 of these specifications, which provides more details and information on the activities.

Programme duration: 36 (thirty-six) months (3 annual phases), with an indicative start date of 1st February 2027.

Budget for actions carried out by the implementing body:

It should be noted that the proposing entities must submit a bid taking into account the **total budget up to a maximum of €1,415,000 EXCLUDING VAT** in accordance with the law, including the **costs relating to the implementation of the project activities and the remuneration of the implementing body** (fee of the economic operator). Therefore, this amount must also include the economic operator's fee, while it does not include other costs that will be incurred directly by the proposing organisation.

Please refer to paragraph 5 below for further details.

TECHNICAL SPECIFICATIONS

3. SUBJECT OF THE SERVICE

3.1 General description of the service

The service consists of the implementation of part of the Information and Promotion Programme. The implementing body must therefore ensure:

- the development of the work packages that make up the three-year Programme, starting from the signing of the contract between the Consortium and the Implementing Body;
- the operational implementation of the promotional actions and activities planned for the period established by the Programme, based on the objectives set out in the communication strategy, including through the constant monitoring of the activities carried out and their effects;
- the financial and administrative management of the work packages that make up the Programme, including periodic technical reports, the final technical report and all the documentation necessary for periodic and final reporting.

The service must be characterised by qualified technical and operational support, high quality products, and stand out for the innovativeness of its messages, the tools used to convey them and the methods used to engage the target audience. The development and implementation of the agreed activities of the Programme must be consistent with the general and specific objectives and the communication strategy, taking into account the priorities and objectives of EU Regulation 1144/2014, ensuring clear recognition of the Programme and its promoters.

3.2. Methods of implementation

The implementing body must set up and maintain, for the duration of the contract, a working group, in accordance with the participation requirements, which is responsible for managing and implementing the Programme.

All activities of the Working Group must be agreed and shared with the Consortia.

One or more members of the Working Group shall be available for periodic monitoring meetings at the Consortia's offices 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 the Consortia may also involve different and varied methods: meetings, telephone calls, video calls, e-mail correspondence, exchange of materials and documents through online sharing systems. The selected implementing body is required to hold a coordination meeting with the entire working team at least once every three months.

3.3. Staff and working group

The implementing body must ensure the provision of services entrusted to it with integrated staff who have legitimate employment relationships and possess the professional and technical requirements appropriate to the job and the implementation of the project. The working group must have a flexible organisational approach in order to respond to changes and/or unforeseen events, as well as to any needs that may arise during the course of the activities.

In particular, the dedicated working group staff must have a range of skills in the following areas, listed by way of example and not exhaustively: communication, organisation of events and fairs, knowledge and experience of activities carried out in relation to the project's target market, press office, project management, digital web and social management, graphics, etc. In particular, they must be able to define quantitative objectives in advance and propose projects consistent with these.

In addition, the implementing body must provide for adequate monitoring of results.

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

- a) set up and make available an adequate 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 Consortium;
- b) agree and share all team activities with the Consortium;
- c) assign suitable personnel to the service, with proven ability, honesty, morality and proven confidentiality, who must maintain the utmost confidentiality regarding anything they learn in the performance of the service;
- d) guarantee the stability and continuity of the service in all circumstances, ensuring that the number and quality of personnel are adequate for the requirements and in compliance with the contents of the technical offer;
- e) comply with employment contracts relating to salary, regulations, social security and insurance for its staff;
- f) provide a project contact person to attend monitoring meetings at the client's premises (the frequency of these meetings will be determined by the client) to provide operational support for the Programme's activities;
- g) provide all possible means of communication that can simplify the coordination, monitoring and control of the Programme;
- h) Ensure an administrative project contact person is appointed to deal with accounting aspects relating to project costs and any second-level checks that may be arranged by the paying agency (AGEA).

4. DURATION OF THE SERVICE

The contract for the service will cover the performance of the activities indicated in these technical specifications, under the conditions set out therein, and will be signed after the proposing party has signed 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 out in the Agreement, these technical specifications, the timetable and, unless otherwise specified, according to the timetable indicated by the Consortium.

The service will last for the duration of the project and for a total of thirty-six months from the date of signing the contract.

The Consortia reserve the right to terminate the service with at least three months' notice by registered letter with return receipt or certified email in the event of non-compliance with the provisions of this agreement.

The Consortia reserve the right to request a postponement of the service execution deadline for a maximum of an additional 6 months, in order to ensure the completion of the activities provided for in the Programme, under the same economic conditions.

5. TYPE OF ACTIVITIES AND INITIATIVES ENVISAGED BY THE PROGRAMME

The activities and initiatives (Work Packages - WPs) that will make up the promotional programme are similar to those typically used for the 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 – POS.

Target groups:

- Consumers
- Trade operators: GDO, specialised shops, HO.RE.CA

Below are the general guidelines for the information and promotional activities that must be included in the proposals submitted as part of this selection procedure.

It should be noted that the tenderer, within and in compliance with the characteristics of the WPs indicated, has general guidelines but is free to formulate and elaborate on the proposed actions in compliance with the WPs listed and, in any case, always in accordance with the methods that will enable the objectives of the programme to be achieved.

The bid must be accompanied by a presentation of the general strategy of the programme based on the information provided in Article 2.

The strategy must be based on:

- Ability to respond to the information needs of the target audience;
- Effective communication of the message and content;

- Ability to engage the target audience;
- Integration with the existing communication system of the Consortia.

The strategy must describe the characteristics that make the proposal suitable for effectively conveying the message and content of the programme.

The general strategy must identify the geographical areas of the target market, justifying the choice, bearing in mind the information provided in these specifications.

For each individual WP developed, the expected results and a specification of the implementation methods must be indicated.

Bidders are required to maintain the following indicative amounts between the two target countries:

Target country	Amount
AUSTRALIA	€1,415,000

WP 2 – Public Relations

Public relations and press office activities must be developed with consideration for the various appropriate media, in line with the theme of the promotional campaign and the proposed overall strategy.

In this project, the claim must refer to the quality and tradition of the products covered by the quality scheme. It should be noted that the key objective of communication activities carried out by the dedicated press office must be to disseminate the campaign message, promoting the products and the production area with the aim of raising awareness and visibility among the target groups through the most appropriate media channels.

It is also required that public relations activities be specifically geared towards a communication and dissemination plan for the promotional campaign and the testimonial product during WP6 events and during activities at WP7 points of sale. In particular, the plan proposed for year 1 must be geared towards facilitating the launch of WP7 in-store activities, which will start in the second year.

Indicative three-year budget €75,000.00

Bidders are requested to submit their best proposal to help achieve the objectives set and to detail their working methodology and individual activities, providing in their financial offer the unit costs for each target country, for each individual activity proposed and the related KPIs to be achieved.

WP 3 – Website and Social Media

WEBSITE

At the same time as the project is launched, a dedicated website must be set up with a view to keeping costs down.

The campaign must be given maximum visibility. The dedicated website/page must be updated throughout the duration of the project with the contents of the promotional campaign.

SOCIAL MEDIA

The website must be accompanied by online communication on the Consortium's Facebook and Instagram social media channels to improve product awareness and positioning in the target market.

Social media activities must be specifically geared towards promoting the in-store activities of WP 7 and participation in events/fairs WP6.

The IB is required to allocate 70% of the indicative three-year budget to the implementation of activities related to social media channels.

Specific objectives of the activity are to increase consumer interest, awareness and knowledge of **European agricultural products through the target product PECORINO ROMANO PDO** and their distinctive characteristics, and to disseminate direct news about the campaign.

Indicative three-year budget €85,000.00

The tender is requested to submit their best proposal to help achieve the objectives set and to detail their working methodology and individual activities, providing in the financial offer the unit costs for each target country, for each individual activity proposed and the related KPIs to be achieved.

WP 4 – Advertising

ADV campaigns must be guided by the project strategy and the work of the press office and PR department.

The ADV campaign must be preparatory and geared towards supporting the in-store activities of WP 7 and participation in WP6 events/fairs.

With regard to the proposed media, participants are required to submit their best proposal in terms of programming/publications/channels in order to achieve the expected results in relation to the set promotional objectives.

Indicative three-year budget: €95,000.00

The bidder is requested to formulate their best proposal to facilitate the achievement of the objectives set and to detail their working methodology and individual activities, providing in the financial offer the unit costs per target country for each individual activity proposed and the related KPIs to be achieved.

WP 5 – Communication Materials

Promotional material is a fundamental support for all planned activities.

The visual proposed for the programme must be visible on the information material produced and must be adapted for the activities of WP 2 – WP 3 – WP 4 – WP 6 – WP 7

The applicant is required to submit **at least two complete proposals with key messages and key visuals in English**, accompanied by detailed rationales; these elements must be capable of expressing the key messages of the campaign.

Proposals must be consistent with the overall programme strategy, integrable into the proposed communication ecosystem and suitable for effective transmission of the message to the target countries.

The tone and style of language must be distinctive and consistent with the identity of the consortia and functional for communication with the various targets. A presentation of some indicative variations of content and the main materials for the implementation of the activities is also required.

Indicative three-year budget €200,000.00

The bidder is required to formulate its best proposal to facilitate the achievement of the objectives set and to detail its working methodology and individual activities, providing in the financial offer the unit costs for each target country, for each individual activity proposed and the related KPIs to be achieved.

WP 6 – Events

6A: International trade fairs

Participation in at least three major international trade fairs/events is required in order to promote the key message and the project basket.

The proposal must present a format that, among other things, also guarantees the correct promotion of the target product PECORINO ROMANO PDO. In particular, stands and displays must include interactive activities to engage the media and operators

6C: Workshops – seminars

In the target market of AUSTRALIA, events such as masterclasses, workshops and seminars dedicated to the product may also be proposed during major international trade fairs/events (6A). For each event, please provide details of the target audience, location and proposed format, taking into account the characteristics of the two products.

Indicative three-year budget €460,000.00

Bidders are requested to submit their best proposal for achieving the objectives set and to detail their working methodology and individual activities, providing in their financial offer the unit costs for each target country, for each individual activity proposed and the related KPIs to be achieved

WP 7 – Promotion at points of sale (POS)

In order to effectively target purchasing managers, information/promotional campaigns are required in large-scale distribution and traditional retail outlets, both through tasting days at the point of sale and through communication at or near the points of sale, and in the retailers'

means of communication for both consumers and internal communication (website, magazine, etc.).

The aim is to convey to consumers the principles linked to the intrinsic characteristics of the product being promoted, to strengthen awareness and dissemination, with the support of communication tools, in the presence of trained staff able to communicate and explain the messages and values of quality, healthiness and excellence guaranteed by the EU PDO certification.

The IB must produce suitable documentation certifying experience in organising POS PROMOTIONS with details of the activities carried out at points of sale in the target country, AUSTRALIA.

A timetable is required with clear and precise indication of:

- Names of the chains/brands in which the activities are to be carried out
- Number of tasting days at each chain/brand

POS activities (WP 7) must be scheduled to start in the second half of Year 1 of the project.

Indicative three-year budget € 500,000.00

The tenderer is required to formulate its best proposal to facilitate the achievement of the objectives set and to detail its working methodology and individual activities, providing in the financial offer the unit costs for each target country, for each individual activity proposed and the related KPIs to be achieved.

PROCEDURE FOR SELECTING THE IMPLEMENTING BODY

6. REQUIREMENTS FOR PARTICIPATION

Economic operators may participate in this tender individually or in association, provided they meet the requirements set out in the following articles.

Competitors participating in the tender as a group are not permitted to participate individually. In the case of participation in association, the subsequent requirements set out in Article 6.1 must be met by all participants at the time of submission of the tender.

All requirements must be verifiable through appropriate supporting documentation, which the selected bidder will be required to produce before the award.

6.1 Absence of conditions precluding contracting

Participation in this procedure is reserved for economic operators (EOs) who certify, by submitting the tender documentation and the required supplementary declarations, that the following conditions do not exist:

1. **Absence of serious violations of the law:** There must be no final judgments or administrative measures establishing the existence of serious crimes (e.g., corruption, fraud, participation in criminal organisations) or serious and definitive infringements of tax, social security or environmental regulations. (Implicit reference to Article 94 of Legislative Decree 36/2023 - Grounds for automatic exclusion).
2. **Absence of serious professional misconduct:** There must be no serious and proven professional misconduct that calls into question the reliability or integrity of the economic operator, including failure to perform or irregular performance of previous public contracts or false declarations in previous procedures. (Implicit reference to Article 95 of Legislative Decree 36/2023 - Causes for non-automatic exclusion).
3. **Contractual and contributory regularity:** Be in compliance with obligations relating to the payment of social security and welfare contributions and with tax obligations, in accordance with Italian legislation (regular DURC) or that of the country of establishment.
4. **Absence of other impediments:** Not be subject to bankruptcy, compulsory liquidation, composition with creditors or other equivalent measures in one's country.

The Consortium reserves the right to verify the actual existence of these conditions by consulting public databases and requesting, where necessary, supporting documents from the IB.

6.2 Economic and financial capacity requirements

Economic operators wishing to participate in this selection procedure must:

- o Must demonstrate that they have achieved a total turnover **of not less than €2,830,000.00** (two million eight hundred and thirty thousand/00), accrued in the best three years of the last five years prior to the year in which the procedure was launched, in accordance with internal regulations. The turnover must be net of VAT and must be shown in VAT returns or equivalent tax returns within the EU.
- o must attach a statement from the bank confirming that the economic operator has the financial resources necessary to guarantee the implementation of the actions provided for in the Programme (suitable bank references);
- o a copy of the last two approved financial statements and/or VAT returns must be attached;
- o it must attach the Chamber of Commerce registration or entry in a commercial register kept in the Member State where the economic operator is established.

Compliance with these requirements must be certified by means of the attached declaration (Annex 2), signed by the legal representative.

These requirements must be met by the economic operator as a whole, i.e. as a temporary grouping of companies.

6.3 Technical and professional capacity requirements

The economic operator (individual or temporary consortium) wishing to participate in this selection procedure must:

- having provided, in the three-year period 2022-2023-2024 and in the 10 years prior to the date of announcement of this procedure, services similar to those covered by the tender, as detailed in the following table and in the list of main services provided attached, for a total amount of not less than €1,400,000.00 (in words: one million four hundred thousand/00) excluding VAT;
- attach the CVs of the personnel employed, in the event of the Programme's implementation, demonstrating proven experience in services similar to those covered by the tender.

Similar services include (by way of example and without limitation):

- management of complex international promotion projects/programmes;
- management of business clusters and coordination of working groups;
- design and management of publicly funded programmes;
- event and incoming organisation activities;
- press office management activities;
- communication, PR, etc. (including online);
- production of information material;
- production of promotional videos;
- promotional activities in the agri-food sector
- experience in communication activities on the theme of 'sustainability'

Compliance with these requirements must be certified by means of the attached declaration (Annex 2) signed by the legal representative of the proposing entity and the submission of the CVs of the professionals involved in the execution of the assignment.

These requirements must be met by the economic operator or the temporary grouping of companies as a whole, except that in the latter case, the representative must in any case meet the requirements and perform the majority of the services.

7. AWARD CRITERIA and SELECTION COMMITTEE

The **Selection Committee is appointed after the deadline for the submission of tenders** and is composed of a maximum of 5 members, who are experts in the specific sector to which the contract relates.

The Selection Committee is responsible for evaluating the technical and financial bids of the competitors. The RUP avails itself of the assistance of the Selection Committee for the purpose of verifying the documentation produced and any anomalies in the bids.

The Implementing Body will be selected on the basis of **the most economically advantageous tender** identified on the basis of the best quality/price ratio.

This criterion is applied to the selection procedure in accordance with Article 108 of Legislative Decree 36/2023, considered best practice for the evaluation of complex services such as those of promotion and communication, ensuring the selection of the bid that offers the best balance between technical performance and price.

Overall score

The maximum total score is **100 points**, broken down as follows:

- **Technical Offer (Quality):** maximum 85 points
- **Economic Offer (Price):** maximum 15 points

The **Selection Committee** will evaluate the qualitative elements on the basis of the evaluation criteria indicated in the table below.

7.1. Evaluation and quality of the technical offer

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

A maximum technical score of 85 points will be awarded on the basis of the clarity, logic and methodological rigour of the presentation, conciseness, completeness and consistency with the requirements of the tender documents, in accordance with the following criteria and sub-criteria as indicated in the table below.

TECHNICAL OFFER: MAXIMUM 85 POINTS		
Criteria	Sub-criteria	Maximum score
1. QUALITY OF THE TECHNICAL OFFER - OVERALL STRATEGY	Quality of the overall strategy and activities and their consistency with the specifications set out in the reference promotional programme	Up to 5 points
	Ability to produce the expected results and achieve the objectives set out in the project	Up to 5 points
		Maximum 10
2. QUALITY OF THE TECHNICAL OFFER – PROJECT ACTIVITIES	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 4 points
	Effectiveness and capacity of the proposed and expected outputs to communicate the project message	Up to 6 points
	Quality of the graphic design and concept	Up to 6 points
	Quality of the proposal in identifying the target group, the positioning of products on target markets and current market dynamics	Up to 4 points
	Quality of the working group dedicated to managing project activities (evaluation of the CVs of the working group dedicated to the implementation of individual project WPs with specific reference to the promotional activities planned in target countries in collaboration with distribution chains and sales networks – WP7)	Up to 6 points
		Maximum 26
3. QUALITY OF THE TECHNICAL OFFER –	Consistency in the methods of implementation and execution of the actions with respect to the methods of execution of the activities and initiatives envisaged in the Programme	Up to 10 points

METHODOLOGICAL APPROACH	Adequacy of planning in terms of consistency with the objectives of the communication strategy and consistency with the timing of the programme: in particular, consistency between the proposed schedule of activities and the effectiveness of the implementation of individual actions, also in relation to the professional resources involved	Up to 6 points
	Adequacy of control mechanisms to monitor the correct economic and financial execution of the project, compliance with the timetable and product and result indicators, and quality and effectiveness of the methods of execution of the activities provided for in the Programme	Up to 7 points
	Quality of project coordination (evaluation of the CV of the professional responsible for coordinating project activities)	Up to 5 points
	Specific experience of the implementing body in managing programmes funded under Regulation 1144/2014 and specific promotional activities carried out in points of sale in the target country AUSTRALIA (distribution chains/sales network and active collaborations)	Up to 15 points
	Additional services/activities proposed to improve the service	Up to 3 points
	Methods of interaction/assistance provided to beneficiaries	Up to 3 points
		Maximum 49
Maximum score Technical offer		85

To determine the scores obtained for the technical offer in relation to the respective criteria and sub-criteria indicated above, each tender committee member will use a discretionary scoring method, applying a coefficient (to be multiplied by the maximum score attributable in relation to the criterion) ranging from 0 to 1. Therefore, each commissioner will assign a score to each bid according to the following grid:

not applicable	0
insignificant assessment	0.1
barely sufficient assessment	0.2
sufficient assessment	0.3
rating between satisfactory/fair	0.4
fair rating	0.5
rating between fair/good	0.6
good rating	0.7
rating between good/excellent	0.8
excellent rating	0.9
excellent rating	1.0

For each sub-criterion, once each member of the committee has assigned a coefficient to each competitor, the average of the coefficients assigned by the Selection Committee will be calculated, with a value of 1 assigned to the highest coefficient among the bidders and all other coefficients being re-parameterised accordingly.

7.2. Evaluation of the financial offer

The financial offer must be structured in such a way as to allow the various elements indicated in the following table to be evaluated.

FINANCIAL OFFER: MAXIMUM 15 POINTS		
Assessment element	Motivational criterion	Maximum score
FINANCIAL OFFER Max 15 points	Economic analysis: Analysis of the cost-effectiveness of the proposed initiatives, according to market prices	Up to 6 points
	Fee: Assessment of the appropriateness of the fee (expressed in man-days) requested by the economic operator submitting the tender for the implementation of each action, based on the cost of each action and the expected benefits	Up to 9 points
Maximum score		15

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

$$\text{score for 'financial offer for the activities' considered} = \frac{\text{Offer X}}{\text{Maximum bid}} \times 6$$

where:

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

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

score for the financial offer for the fee of the economic operator in question =

$$\frac{\text{Minimum fee \%}}{\text{Fee \% X}} \times 9$$

where:

- o Minimum fee %: is the percentage of the fee relating to the lowest financial offer for the fee of the participating economic operator among those submitted;
- o Fee % X: is the percentage of the fee relating to the economic offer for the fee of the economic operator in question.

For the purposes of awarding and calculating scores, any non-integer values will be rounded to two decimal places.

Increased bids are not permitted.

The ENVELOPE/PEC C relating to the financial offer will be opened at the end of the evaluation work carried out by the aforementioned Selection Committee.

A ranking will be drawn up based on the scores awarded to the bids.

The contract will be awarded to the competitor who has submitted a bid that, in addition to meeting all the minimum mandatory requirements, 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 competitor who has obtained the highest score in the technical bid.

In the event of a tie in both the financial bid and the technical bid, a draw will be held between the aforementioned bidders.

The Consortium is not required to pay any compensation to competing companies, for any reason whatsoever, for the bids submitted. Once the checks on the possession of the prescribed requirements have been carried out, the award will proceed.

The award shall be immediately binding on the successful bidder, while the Consortia shall only be definitively committed when, in accordance with the law, all the acts consequent and necessary for the completion of the tender have become fully effective.

If the successful bidder fails to appear for the signing of the contract or if the statements made are found to be false, the Consortium reserves the right to award the contract to the next highest bidder on the list, after carrying out the necessary checks.

The contract will also be awarded if only one valid bid is submitted, provided that it is appropriate.

The Consortia reserve the right not to proceed with the award if no bid is considered suitable or appropriate in relation to the subject matter of the contract.

The results will be communicated via certified email (PEC) to the participants and will be published on the website of the CONSORZIO PER LA TUTELA DEL FORMAGGIO PECORINO ROMANO as the lead partner.

8. METHOD OF SUBMITTING BIDS

8.1. Terms and conditions for submission

Economic operators must submit their bids no later than the **deadline of 27 MARCH 2026 at 11:00 a.m.**

The documentation must be drawn up in Italian and English where required in the specifications. Economic operators interested in participating in the tender for the selection of the economic operator must, under penalty of exclusion, submit all the necessary documentation via:

- **PEC: The offer must be divided and sent in three separate PEC messages as indicated below**

The offer must be sent to the following PEC address:

amministrazione@pec.pecorinoromano.com

The subject line of the PEC message must contain the following wording:

- "PEC A: ADMINISTRATIVE DOCUMENTATION - CALL FOR TENDERS FOR IMPLEMENTING BODY -AUSTRALIA"
- "PEC B: TECHNICAL OFFER - CALL FOR TENDERS FOR THE SELECTION OF AN IMPLEMENTING BODY - AUSTRALIA "
- "PEC C: FINANCIAL OFFER - CALL FOR TENDERS FOR THE SELECTION OF AN IMPLEMENTING BODY - AUSTRALIA "

- **Registered mail with return receipt or hand delivery:** the sender is responsible for delivery within the terms set out in these specifications.

ENVELOPES: must be sent in a sealed package containing 3 equally sealed envelopes, sealed with adhesive tape or other suitable means, containing the documentation in electronic format (USB stick).

The subject line on each ENVELOPE must include the following wording:

- "ENVELOPE A: ADMINISTRATIVE DOCUMENTATION - CALL FOR TENDERS FOR IMPLEMENTING BODY - AUSTRALIA "
- "ENVELOPE B: TECHNICAL OFFER - CALL FOR TENDERS FOR IMPLEMENTING BODY - AUSTRALIA "
- "ENVELOPE C: FINANCIAL OFFER - CALL FOR TENDERS FOR IMPLEMENTING BODY - AUSTRALIA "

Address to which to send by registered mail with return receipt or by hand:

CONSORZIO PER LA TUTELA DEL FORMAGGIO PECORINO ROMANO
Corso Umberto I n.226
08015 Macomer (NU)
ITALY
Attn: Dr Daniela Murgia

In the case of shipment by post or hand delivery, delivery is at the expense and risk of the sender and must take place no later than the deadline date and time. In addition to the sender's details (individual or group), the following wording must be indicated on the outside of the package:

CALL FOR TENDERS THROUGH AN OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY RESPONSIBLE FOR IMPLEMENTING THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS - TARGET COUNTRY: AUSTRALIA

In the case of shipment by registered post with return receipt and/or hand delivery, as indicated above, the documents required for the administrative offer must be placed on three USB sticks in three separate envelopes (USB stick A in sealed envelope A - technical offer; USB stick B in sealed envelope B - administrative offer; USB stick C in sealed envelope C). The three sealed envelopes must be placed in a single package for shipping.

In the case of shipment and/or hand delivery, the sender is requested to check the opening hours of the offices, as the risk of non-delivery is entirely borne by the sender. Only the time of receipt by the Consortium or the time of receipt recorded by the certified email system (in the case of digital submission) shall be considered valid.

8.2. Composition of the Bid (Envelopes/PEC)

Regardless of the method of submission chosen, the bid must consist of three separate sections, in accordance with the principles of separation between technical and financial bids:

IT IS EXPRESSLY REQUIRED TO NAME THE ATTACHED FILES WITH NO MORE THAN 15 CHARACTERS IN THE FOLLOWING WAY - EXAMPLE

- Annex A NAME IB

- Annex 1 NAME OF IB
- Certificate NAME OF IB
- List of members NAME OF IB

A) PEC A/ADMINISTRATIVE ENVELOPE

Containing documentation certifying the requirements for participation and the absence of preclusive conditions, including:

- a) Application to participate in the procedure in accordance with the model in Annex A, completed and signed by the legal representative of the relevant economic operator;
- b) Declaration of the absence of conflicts of interest for the economic operator submitting the tender, any partners in the temporary association of companies (ATS) and any subcontractors, as per the facsimile *in Annex 1*, including:
 - o updated Chamber of Commerce registration (issued less than six months ago) or equivalent document issued by the competent authority of the country of origin.
 - o list of shareholders and beneficial owners (Legislative Decree 231/2007).
 - o updated Chamber of Commerce registration certificate for companies associated with, affiliated to or controlled by the implementing body or equivalent document issued by the competent authority of the country of origin.
 - o certificate of active positions and updated certificate of active shares of all natural person members belonging to the implementing body and any associated, affiliated or controlled companies, or equivalent document issued by the competent authority of the country of origin.
 - o List of subcontractors of the Implementing Body.
 - o Self-declaration of absence of conflict of interest, whereby the Implementing Body certifies that it has not participated in the main stages of preparation of the documents comprising the programme submitted to the REA by the proposing Organisation.
- c) Declarations required in accordance with the model in Annex 2 to the specifications, completed and signed by the legal representative of the economic operator submitting the tender, any partners in the temporary association of companies (ATS) and any subcontractors;
- d) Statement on personnel status and tax and social security compliance (see sample)
- e) Statement on the traceability of financial flows (see sample)
- f) the identity document(s) of the signatory(ies);
- g) Documentation proving the requirements:
 - o bank reference letter certifying possession of the financial means necessary to guarantee the execution of the actions provided for in the Programme (suitable bank references).
 - o the last 2 financial statements filed with receipt of filing.
 - o copy of the DURC or DSAN certifying regularity of contributions.
- h) CV of the economic operator submitting the tender, any partners in ATS and any subcontractors (company CV);
- i) In the case of subcontractors of the economic operator, the following documentation must be attached for each individual subcontractor:
 - o updated Chamber of Commerce registration (issued less than six months ago) or equivalent document issued by the competent authority of the country of origin.
 - o list of shareholders and beneficial owners (Legislative Decree 231/2007).
 - o certificate of active positions and certificate of updated active shares of all natural person shareholders belonging to the subcontractors of the implementing body

and any associated, affiliated or controlled companies, or equivalent document issued by the competent authority of the country of origin.

B) PEC B/TECHNICAL ENVELOPE

Containing the elements subject to qualitative assessment (max 85 points):

1. Detailed technical report on activities (Strategy, Activities, Time Schedule)
2. Graphic proposals and key visuals
3. CVs of the personnel employed
4. CV of a contact person responsible for promotional activities in collaboration with distribution chains and sales networks
5. Detailed report on promotional activities carried out at points of sale in target county (AUSTRALIA) with precise indication of distribution chains/sales networks and active collaborations.
6. Annex 4 containing the activities proposed in each WP in Italian and English

Note: The technical offer must not contain any reference to prices or costs, under penalty of exclusion.

METHODOLOGICAL NOTES:

The detailed technical report on activities (Strategy, Activities, Timetable) must comply with the following guidelines:

- it must be no longer than 30 pages (e.g. 30 Word pages – 30 PPT slides)
- minimum font size: Arial 10 points – line spacing 1.15
- page size: A4
- margins (top, bottom, left and right): at least 15 mm (excluding footers and headers)

The technical report must also contain information on:

1. Overall strategy

The operator must articulate their proposal by suggesting the implementation strategies they consider most effective in pursuing the project objectives, using the guidelines below:

- demonstration of the working group's ability to produce the results expected from the project;
- articulation of the overall strategy: consistency between the overall project strategy and the individual activities;
- methods for achieving the specific objectives and results indicated in the project.

2. Project actions

The economic operator must articulate their proposal by suggesting the types of activities and implementation methods they consider most effective for achieving the project objectives, using the guidelines below:

- 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's objectives in a timely manner, the topics to be disseminated and addressed, the target country and target groups, demonstrating a considered selection for maximum impact; it must include a graphic proposal and the concept and content of the promotional messages, describing and justifying their consistency with the programme's objectives; it must indicate the expected KPIs for each activity; it must indicate the number and type of expected contacts (direct and indirect);

- presentation of the working group responsible for carrying out the communication and promotion activities and demonstration of the working group's ability to carry out the actions effectively.

3. *Methodological approach and structure of activities*

For each type of activity listed in the technical specifications, the specific actions to be taken to achieve the programme's objectives must be described.

The activities and related interventions must be consistent with the strategy proposed for the target markets and the relevant target groups and must be broken down according to the points listed below:

- methods of implementation of the actions: description of the operating methods used to provide the services and their consistency with the aims and objectives of the proposed communication campaign and with the Programme;
- indication of expected KPIs;
- timetable: adequacy of the time and resources provided for in the timetable and its consistency with the programme, which must be spread over a period of three years;
- consistency with the general strategy and methods of implementation of the above proposed actions;
- description of the mechanisms for monitoring and the correct execution of the activities;
- presentation of any additional activities/services proposed and the methods of assistance provided to the consortium
- description of the working group and specific responsibilities in relation to the various activities.

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

The graphic and key visual proposal must be tailored to the AUSTRALIA target market must be submitted in a separate file from the technical report.

C) PEC C/ECONOMIC ENVELOPE

Containing only the Financial Offer on the facsimile **in Annex 3**.

The file must be sent **in both .xls format and converted into a digitally signed pdf**.

The Annex 3 file must contain:

- Indication of the total price
- Separate indication of labour costs: pursuant to Article 41, paragraph 14 of Legislative Decree 36/2023, the economic operator must indicate, under penalty of exclusion, the amount of labour costs that are not subject to reduction
- Separate indication of the economic operator's fee

WARNING: Pursuant to Article 41, paragraph 14 of Legislative Decree 36/2023, the Economic Envelope must contain a separate indication of labour costs.

The costs must be detailed for each action and type of activity necessary for the organisation and implementation of the service (**SUB-TOTAL ACTIVITIES**) with an indication of **the VALUE OF THE ECONOMIC OPERATOR'S FEE**, according to the format in Annex 3, which must be completed for each individual project year (year 1, year 2 and year 3) and for target country (AUSTRALIA).

Annex 3 contains 3 worksheets that will form the financial offer, divided as follows:

- a) Summary general budget by country and year;
- b) Detailed general budget by country and year;
- c) AUSTRALIA budget per year;

Annex 3 must be included in PEC C – Financial offer.

The economic operator's fee must be highlighted.

The labour cost must be highlighted as a percentage.

The remuneration of the implementing body (economic operator's fee) must not exceed 13% of the total cost of the actions (GENERAL SUBTOTAL OF ACTIVITIES).

*NB: THE TOTAL ECONOMIC OFFER must not exceed the total amount of this selection procedure (€1,415,000.00 excluding VAT).

8.3. Method of opening bids

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

Date: **MONDAY 30 MARCH at 11.00 a.m. - Public session** held in person or remotely via an electronic videoconferencing platform for the opening of the certified email A/ENVELOPE A and verification of the administrative documentation.

The technical bids will be evaluated in one or more closed sessions in person or remotely via an electronic videoconferencing platform by the Selection Committee indicated in Article 7. The work of the Selection Committee will be duly recorded in the minutes, indicating the reasons for the evaluations made.

Furthermore, as already indicated in Article 7, the financial bid will be evaluated in a public session, at the conclusion of the evaluation of the technical bids carried out by the aforementioned Committee.

For any questions and/or clarifications regarding the execution of the bid, please contact us EXCLUSIVELY by email, entering 'RICHIESTA INFORMAZIONI GARA DI SELEZIONE ENTE ESECTORE REG.1144' (REQUEST FOR INFORMATION ON THE SELECTION PROCEDURE FOR REG.1144) in the subject line, at:

- direzione@pecorinoromano.com
- d.murgia@pecorinoromano.com

Replies will be provided in writing only.

Requests for clarification must be received by 12:00 noon on 20 MARCH 2026.

Verbal requests or requests submitted by means other than those indicated will not be considered.

Communications from the Consortium will be sent by certified email (PEC) to the email address provided by the competitor.

9. LABOUR COSTS

9.1. Transparency and Labour Protection

In accordance with Article **41, paragraph 14, of Legislative Decree 36/2023** and in application of the principles of legality and worker protection, labour costs are subject to specific regulations.

9.2. Consortium estimate

Labour costs must be consistent with the activities of each individual WP and comply with the following obligations

9.3. Obligations of Economic Operators

The participating economic operator has the following obligations:

1. **Separate indication:** They must indicate the amount of **their labour costs** in their Financial Envelope
2. **Reference National Collective Labour Agreement (CCNL):** The cost of employees must be determined in accordance with **the national collective labour agreements (CCNL)** for the sector and geographical area of execution, in force on the date of submission of the bid, guaranteeing the minimum mandatory wages.

10. REQUEST FOR ADDITIONAL DOCUMENTATION

10.1. Supplementation Procedure

The Consortium reserves the right to request economic operators to complete, supplement or regularise administrative documentation or declarations that are incomplete, inaccurate or irregular, provided that this does not affect the integrity or substance of the technical and financial bid.

10.2. Terms and Conditions

To this end, the Consortium shall grant the economic operator a period of not less than **five** and not more than **ten days** (at the Consortium's discretion), starting from the date of receipt of the request sent via certified email, for the submission of the supplementary documentation.

10.3. Exclusions

Failure to regularise the required documentation within the assigned deadline will result in the exclusion of the economic operator from the selection procedure.

Requests for additional documentation to remedy omissions, inaccuracies or irregularities concerning the following are not permitted:

- The essential elements of the technical offer;
- The essential elements of the financial offer;
- Documentation proving that the admission requirement is not met;
- The European Single Procurement Document in facsimile format Annex 2, in relation to the absence of grounds for exclusion.

Any formal deficiencies in the application, and in particular, the absence, incompleteness and any other essential irregularities in the elements, with the exception of those relating to the substantive content of the financial offer and the technical offer, may be remedied through the integration procedure referred to in this article.

Essential irregularities may be remedied where they are not accompanied by a substantial deficiency in the requirement that the omitted or irregularly produced documentation was intended to demonstrate.

Subsequent correction or integration of documents is permitted where it allows the existence of pre-existing circumstances to be certified, i.e. requirements for participation and documents/elements accompanying the bid.

Specifically, the following rules apply:

- failure to meet the prescribed participation requirements cannot be remedied by supplementation and is grounds for exclusion from the tender procedure;
- the omission or incomplete or irregular submission of declarations regarding the possession of the requirements for participation and any other deficiency, incompleteness or irregularity in the application may be remedied, with the exception of false declarations;
- failure to submit supporting documents for the bid or conditions for participation in the tender that are relevant during the tender phase can be remedied only if they are pre-existing and can be proven with documents bearing a date prior to the deadline for submission of the bid;
- Failure to sign the application form, the required declarations and the bid is remediable.

In any case, deficiencies in the documentation that do not allow the identification of the content or the person responsible for it constitute essential irregularities that cannot be remedied.

If the deadline passes without resolution, the competitor will be excluded from the procedure. If the competitor submits declarations or documents that are not fully consistent with the request, further details or clarifications may be requested, limited to the documentation submitted during the integration phase, setting a deadline under penalty of exclusion.

11. WORKING GROUP

The working group indicated in the tender may not be changed, either in terms of the total number of members or the individual members, without the prior consent of the contracting authority. To this end, the successful tenderer must submit a specific and reasoned request, indicating the names and CVs of the members proposed to replace those indicated in the tender. Replacement will only be permitted if the proposed replacements have a similar or more qualified CV than those being replaced.

The replacement or change of the working group without the consent of the client shall be grounds for termination of the contract.

The contractor shall bear all insurance and social security costs required by law, undertakes to comply with current regulations on occupational safety and the remuneration of employees and, in general, undertakes to comply with all obligations arising from laws, regulations, collective agreements and supplementary company agreements relating to employment relationships in relation to all persons who carry out activities on its behalf, whether directly employed or on a casual basis, under contracts of any kind.

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

12. OBLIGATIONS OF THE SELECTED IMPLEMENTING BODY

Following the conclusion of the agreement with AGEA for the Programme submitted under the Simple Programmes Call AGRIP-SIMPLE-2026-TC-ALL of Reg. (EU) No. 1144/2014, Delegated

Reg. (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831 and following the signing of the relevant contract, the implementing body shall be responsible for the following:

- the performance of the services covered by the contract, in agreement and collaboration with the Consortium and in full and unconditional acceptance of the content of these specifications;
- the provision of adequate and timely information on the implementation of the programme activities and the achievement of the related deliverables and outputs;
- compliance with all the provisions contained in these specifications, even if not specifically referred to in this article, with the rules and regulations in force at both national and EU level, as well as any that may be issued during the contract period (including regulatory provisions and municipal ordinances), with particular regard to those relating to health and safety and in any case relevant 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 their compatibility with current European Union legislation and the applicable competition rules;
- the Implementing Body shall supervise the administrative/financial monitoring of the programme, including the keeping of records and supporting documents, the transmission of deliverables and the preparation of actions and payment requests. the collection and storage of supporting documents and materials;

The implementing body shall:

- keep records and supporting documents for a period of three years after payment of the balance, in order to demonstrate the correct implementation of the action and the costs declared as eligible;
- if checks, audits, investigations, disputes or legal proceedings are ongoing in the context of the agreement, keep records and supporting documents until the end of such procedures;
- make the above documentation available on request or in the context of checks, audits or investigations;
- make available to the Consortium all documentation produced during the performance of the service, as well as all data processed, used or collected in the course of the activities, including the data necessary for a proper assessment of the effectiveness of the programme, in accordance with the relevant regulatory framework, and all information necessary for the preparation of periodic and final reports;
- retain the original documents.

13. CONFIDENTIALITY AND GDPR

The successful bidder may not use, either directly or indirectly, for its own benefit or that of third parties, the mandate entrusted to it and the information it becomes aware of in relation to it, even after the expiry of the contract.

To this end, the successful bidder may not disclose, communicate or disseminate the information and data that it becomes aware of during the performance of its activities.

The contractor undertakes to comply, in carrying out the activities covered by this procedure, with all the principles contained in the regulations in force relating to the processing of personal data, and in particular those contained in Legislative Decree No. 196/2003 and subsequent amendments 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 personal, financial, statistical, personal data and/or any other

kind of data that it becomes aware of as a result of the services provided, however acquired, are considered confidential and treated as such, while at the same time ensuring the transparency of the activities carried out.

The service provider must formally undertake to instruct its staff to ensure that all data and information are processed in compliance 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 provided for in these specifications.

14. PREVENTION OF CONFLICTS OF INTEREST AND OBLIGATION OF IMPARTIALITY

14.1. Regulatory Framework and Principle of Impartiality

The Consortium shall take all appropriate measures to prevent, identify and resolve situations of conflict of interest, pursuant to Article **16 of Legislative Decree 36/2023, applied by analogy**, and the principle of **impartiality** required by EU regulations.

Economic Operators (EOs) are strictly prohibited from carrying out, directly or indirectly, any preparatory activities for the tender, including the drafting of parts of the Programme, so as not to influence the result, outcome or management thereof.

14.2. Definition of conflict of interest

A conflict of interest is defined as any situation in which a person acting on behalf of the Consortium (staff, members of the Board of Directors, experts, members of the Selection Committee, RUP) or a participating economic operator has, directly or indirectly, **a financial, economic or other personal interest** that could be perceived as influencing their impartiality and independence in the context of the selection procedure.

The definition includes, by way of example:

- Family relationships or affinities.
- Cohabitation or habitual association.
- Significant past or present economic or commercial relationships.
- Working or collaborative relationships, even occasional ones, that could result in an undue advantage.
- **Economic/financial interest:** The existence of a financial, economic or other personal interest that could be perceived as influencing impartiality in the selection process or during implementation.
- **Community ties:** Presence of economic interests, political or national affinities, family or emotional ties or any other commonality of interests within the meaning of Article 2 of Regulation (EU) No 1831 of 2015.

14.3. Preventive Measures and Disclosure Obligations

A. For the Implementing Body (IB)- Economic Operator:

When submitting a bid, the IB is required to declare, using Annex 2 DGUE and Annex 1:

1. That it has not carried out **any preparatory activities** for the tender and remains a third party.
2. That it is not in any situation of conflict of interest, as defined in point 14.2.
3. The obligation to extend this declaration to its employees, partners, directors and main collaborators involved in the Programme.
4. **Extension to Subcontractors:** The IB undertakes to impose the same obligations of declaration of absence of conflict of interest and impartiality on **all subcontractors**, at any level of the chain of subcontracting. The IB shall obtain and transmit to **the Consortium** the declaration of absence of conflict of interest

of each subcontractor and their key personnel before requesting authorisation to subcontract.

B. For the Consortium (Internal Staff, Commission, RUP/DEC):

Staff, members of the Board of Directors, and all those involved in the evaluation and decision-making process are required to:

1. Declare the absence of conflicts of interest with all participating IBs.
2. Immediately withdraw from the procedure and request replacement in the event of an actual or potential conflict.

14.4. Consequences

The ascertainment of a conflict of interest or a violation of the principle of impartiality, which has not been declared and resolved, shall result in:

1. **For economic operators:** Immediate **exclusion** from the procedure or **termination** of the contract during its execution, pursuant to Articles 98 and 122 of Legislative Decree 36/2023 (applied analogously for serious professional misconduct), for conduct likely to influence the Consortium's decision and for violation of the principles of fairness and good faith.
The successful economic operator is liable for the violation committed by the subcontractor as if it had been committed by itself.
2. **For internal staff:** The adoption of disciplinary and administrative measures provided for in the Internal Regulations

15. NON-COMPLIANCE AND TERMINATION

The Consortium has the right to monitor and verify the proper performance of the service with the assistance of representatives chosen at its discretion.

Furthermore, the Consortium has the right to contest services rendered that do not comply, in whole or in part, with the specifications or the tender offer.

In the event of a dispute, it may request the supplier to replace personnel who are unsuitable for the performance of the services.

In addition to the provisions of Article 1453 of the Italian Civil Code for cases of breach of contractual obligations, the contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, subject to compensation for damages in the following cases:

- in the event of the transfer of all or part of the contract;
- in the event of a breach of data protection and confidentiality obligations, of such seriousness as to prevent the further continuation of the contractual obligations;
- in the event of serious, duly ascertained infringements of safety regulations and any other obligation arising from employment relationships pursuant to current regulatory provisions (in particular with regard to the regularity of the DURC, etc.), as well as for failure to fulfil contractual or legal obligations regarding salaries, severance pay or social security and insurance benefits in favour of staff and collaborators employed in the service;
- in the event of unjustified suspension of the service;
- in the event of serious non-compliance with the contracted services provided for in the programme and other obligations arising from these specifications and/or the contract and/or the time schedule, as well as for failure to comply with the project guidelines presented and any additional instructions regarding the quality of the service, previously contested in writing by the Consortium and not resolved within the deadline granted;

- in the event that the Implementing Body is subject to insolvency or similar proceedings by the competent authorities that limit its economic and business capacity;
- in any case, in the event of violation of the regulations in force.

Any failure to raise objections and/or previous breaches for which the Consortium has not deemed it necessary to invoke the clause and/or acts of mere tolerance in the face of previous breaches by the contractor of any kind shall not be construed as a waiver of the clause referred to in this article.

In the event of termination, the Consortium reserves all rights to compensation for damages suffered and, in particular, reserves the right to demand reimbursement from the implementing body for any expenses exceeding those it would have incurred had the Contract been performed properly.

In any case, in the event of termination, the Implementing Body shall only be entitled to reimbursement of the expenses and activities actually carried out up to that point.

The Consortium shall also have the right to defer payment of any balance due on the basis of the final settlement account until the amount of damages that the Implementing Body is required to pay has been quantified.

16. RELATIONS WITH THE CONSORTIUM AND COMMUNICATIONS

16.1. Contract Management

The Consortium, through the Sole Project Manager (RUP) and the Contract Execution Director (DEC) - if appointed in a person other than the RUP - shall be the sole point of reference for the successful Implementing Body (the Supplier).

All relations, requests for clarification, authorisations, reporting and communications relating to the performance of the service must be made through the RUP or the DEC.

16.2. Supplier's Communication Obligations

The Implementing Body is obliged to:

1. Immediate Reporting: Promptly communicate in writing to the RUP/DEC any circumstance or event (unforeseen events, delays, force majeure) that may affect the correct, timely or safe execution of the activities provided for in the Programme.
2. Single Point of Contact: Maintain a single, qualified point of contact, in Italian, for all relations with the Consortium.
3. Verifications: Allow the RUP/DEC, or persons delegated by it, access to its offices and to the technical and administrative documentation relating to the Programme for monitoring and verification activities, in compliance with the reporting deadlines required by EU Regulations.

16.3. Methods of Communication

All official and formal communications between the Consortium and the Implementing Body shall be made in writing, by certified email (PEC) or other equivalent certified email system, or by registered letter with return receipt.

17. TRANSFER OF THE CONTRACT AND ASSIGNMENT TO THIRD PARTIES (SUBCONTRACTING)

17.1. Transfer of the Contract

The transfer of the Programme implementation contract to third parties, even in part, is prohibited.

Any transfers following corporate reorganisations (mergers, demergers, transfers of business units) shall be subject to specific written authorisation from the Consortium, subject to verification that all qualification requirements are maintained by the transferee.

17.2. Outsourcing to Third Parties (Subcontracting)

The Economic Operator is required to perform the services directly.

The outsourcing to third parties (subcontracting) of part of the services is permitted provided that the principles of transparency and traceability are respected and the following clauses are complied with:

1. **Indication in the tender:** The Economic Operator must declare, at the time of submission of the tender, the services or categories of work that it intends to assign to third parties.
2. **Mandatory authorisation:** Outsourcing to third parties is only permitted with the prior written authorisation of the Consortium for each subcontractor and for the specific activities.
The Consortium reserves the right to verify that there are no grounds for exclusion and that the subcontractor meets the requirements.
3. **Liability:** The successful Economic Operator (Contractor) remains solely and jointly liable to the Consortium for the proper performance of all activities, including those subcontracted, and for all social security, insurance and remuneration obligations.
4. **Limits:** Outsourcing to third parties is permitted in accordance with the provisions of EU Regulations and the relevant Guidelines applicable to the Programme.
There is no maximum limit on the amount that can be subcontracted, unless specific legal or regulatory provisions apply.
5. **Cascading subcontracting:** Further subcontracting by subcontractors (cascading subcontracting) is permitted, but must be specifically declared and authorised by the Consortium for each level of the chain, in accordance with Article 119 of Legislative Decree 36/2023.

17.3. Traceability obligations

The provisions on the traceability of financial flows (Law 136/2010 and subsequent amendments) apply to the Economic Operator and all subcontractors, at any level, and any violation will result in the termination of the contract.

17.4. Financial, economic, technical and professional capacity

In the event of subcontracting, the Economic Operator must provide documentation certifying the financial, economic, technical and professional capacity of the future subcontractor, in particular when the subcontract constitutes a significant part of the contract.

If such documentation is not provided or is deemed unsuitable, the subcontracting shall be considered unauthorised.

18. PAYMENT TERMS

Following the signing of the relevant contract/agreement, the award amount shall be paid as follows:

- deferred instalments based on the progress of the service presented at the deadlines set out in the Programme and the relevant regulations, up to a maximum of 80% of the contract amount, following the presentation of a regular invoice, to which suitable reports on the activities carried out and the products delivered must be attached, together with the relevant statement of expenses incurred in accordance with the relevant regulatory provisions;
- the balance of the contract amount, at the end of all the activities provided for, following the submission of a regular invoice, to which a final report on the activities carried out and the products delivered must be attached, together with the relevant statement of expenses incurred in accordance with the relevant regulations.

The invoice, together with the required documentation, must be submitted to the Consortium's contact personnel and the Sole Project Manager (RUP) in order to obtain approval regarding the correct execution of the contract.

19. CONTROLS

The Consortium has the right to check and verify the proper performance of the service with the help of persons appointed at its discretion. As the contract is financed with European Union resources, checks may be carried out by the competent services of the European Union and/or national authorities.

20. CONTRACTUAL EXPENSES

Any stamp duty, stipulation, registration and other ancillary expenses relating to the contract shall be borne 50% by the successful tenderer and 50% by the Consortium.

21. TRANSPARENCY AND RIGHT TO CONSULT DOCUMENTATION

21.1. Principles of transparency

This selection procedure is based on the principle of maximum transparency, in accordance with the principles set out in EU Regulation No. 1144/2014 and Articles 35 and 36 of Legislative Decree 36/2023 (applied by analogy).

21.2. Right of consultation

Economic operators who have participated in the procedure have the right to view and obtain a copy (if compatible with measures to protect confidentiality and technical secrets) of the documentation relating to the selection and evaluation phases.

This right may be exercised for the purpose of:

- Verify the correct application of the procedures established in these Specifications and in the Call for Tenders.
- Review the outcome of the evaluation of bids, after the conclusion of the verification phase of the successful bidder's requirements.

21.3. Limits to consultation

The right of consultation may be exercised subject to the following limitations:

- Technical and Commercial Secrets: Access is not permitted to the details of technical bids and production processes and know-how that competitors have expressly declared as technical or commercial secrets in their bids, as these are protected by industrial law.
- Personal Data: Access is limited with regard to personal data, in compliance with Regulation (EU) 2016/679 (GDPR).

21.4. Method of Exercise

The request for consultation must be submitted in writing to the RUP and must specifically indicate the documentation for which access is requested.

The Consortium will respond to the request within a maximum of ten days of receipt, establishing the methods and date for viewing or sending the documentation.

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

- It is deferred in relation to
 - a) to the list of entities that have submitted bids, until the deadline for the submission of bids has expired;
 - b) to the bids, until the award;
 - c) the procedure for verifying the anomaly of the bid, until the award.
- It is prohibited in relation to
 - d) information provided in the bid or in support of the bid which, according to a reasoned and substantiated statement by the bidder, constitutes technical or commercial secrets;
 - e) confidential reports by the project manager and the testing body on questions and reservations raised by the contractor.

In relation to the case referred to in paragraph d), the competitor is allowed access for the purposes of defending their interests in court in relation to the contract award procedure.

22. DISPUTES

For the resolution of any disputes that may arise in the performance of the service, which cannot be settled quickly by the contracting parties, the competent court shall be that of Oristano in the forms and manner provided for by law.

23. PROPERTY AND USE RIGHTS

The property rights and/or rights of use and economic exploitation of the works prepared or created by the Implementing Body, its employees and collaborators in the context of or during the performance of this service shall remain the exclusive property of the Consortium, which may therefore publish, distribute, use and duplicate said intellectual works or material without restriction.

These rights, pursuant to Law No. 633/41 "Protection of copyright and other rights granted for its exercise" as amended and supplemented by Law 248/00, shall be deemed to have been transferred, acquired and licensed in a perpetual, unlimited and irrevocable manner.

The Implementing Body undertakes to deliver all products in an open and editable format and expressly undertakes to provide the Consortium with all the documentation and material necessary for the effective exploitation of the exclusive ownership rights, as well as to sign all the documents necessary for the possible transcription of said rights in favour of the Consortium () in any public registers or lists. The Implementing Body undertakes to comply with current legislation on the collection and processing of personal data and the protection of databases.

24. DATA PROCESSING

Pursuant to Regulation (EU) 2016/679 (GDPR), we inform you that the data collected is intended for the selection of the contractor and its provision is optional, it being understood that any competitor wishing to participate in the procedure or be awarded the contract must provide the Consortium with the documentation required by current legislation. The rights of the data subject are those provided for in Article 13 of the aforementioned law. These rights may be exercised in accordance with and for the purposes of Regulation (EU) 2016/679 (GDPR).

The data collected may be communicated to the Consortium staff handling the procedure and to any other interested party.

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

- a) the purposes for which the data collected are held relate 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 on paper and electronically, even after the establishment of the contractual relationship, for the purposes of that relationship;
- c) the provision of the requested data is mandatory, under penalty of exclusion from the tender;
- d) the subjects or categories of subjects to whom the data may be communicated are: 1) the Consortium's staff; 2) competitors participating in the public tender session; 3) any other subject with a direct and qualified interest;
- e) the rights of the data subject are those referred to in Articles 15 to 22 of the GDPR, to which reference should be made;
- f) the active subject of the collection is the Consortium and the data controller is Maoddi Giovanni

The data controller is Maoddi Giovanni pursuant to Article 28 of the European Data Protection Regulation ("GDPR") and Italian legislation implementing the GDPR.

For any further information on this matter, please refer to the "Information on the processing of personal data for customers" of the CONSORZIO PER LA TUTELA DEL FORMAGGIO PECORINO ROMANO by emailing info@pecorinoromano.com

25. SOLE PROJECT MANAGER

The sole project manager pursuant to Article 15 of Legislative Decree 36/2023 is Daniela Murgia