TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE FOR THE IMPLEMENTING BODY FOR THE MULTIPLE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS IN THIRD-COUNTRY MARKETS

BRAZIL – COLOMBIA – MEXICO

Approved by the Board of Directors of the Consorzio Tutela Vini d'Abruzzo on 22 October 2026

1. INTRODUCTION AND PRELIMINARY INFORMATION

The Consorzio Tutela Vini d'Abruzzo (hereinafter referred to as the Consortium or CTVA), with registered office at Corso Matteotti – Palazzo Corvo, 66026 Ortona (CH), VAT number 02676390210 and tax code 94097990215, in its capacity as the organisation proposing the Programme:
"EU ROOTS: DISCOVER AUTHENTIC WINES FROM EUROPE"
Acronym: **EU_ROOTS**
Proposal: **101347132**
in partnership with **UNION DES VINS DOUX DE BORDEAUX** (hereinafter UVB), with registered office at La Closière, 104–106 rue Cazeaux-Cazalet, 33410 Cadillac-sur-Garonne, France has submitted, pursuant to EU Regulation No 1144/2014 of the European Parliament and of the Council, Call 2026, a three-year (2027–2028–2029) multi-country information and promotion programme for the following third markets: BRAZIL – MEXICO – COLOMBIA TOPIC AGRIP – MULTI – 2026, which has been deemed eligible for funding pursuant to Decision Ref. Ares (2026) 8752001 – 15/09/2026

By virtue of this, with this act

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pursuant to the relevant articles of Regulation (EU) No 1144/2014, Delegated Regulation (EU) No 1829/2015, and Delegated Act No 1831/2015, a **call for tenders is hereby launched for the selection, by means of an Open Competitive Procedure, of an Implementing Body (hereinafter referred to as IB)** responsible for carrying out the actions (activities/initiatives) aimed at achieving the objectives set out in the **Programme submitted under Regulation (EU) No 1144/2014 of the European Parliament and of the Council – Call 2026**, which will take place in the following target countries: **BRAZIL – MEXICO – COLOMBIA**

IB's meeting the requirements set out in the aforementioned EU Regulations, as specified in the following paragraphs, are invited to submit a tender in strict accordance with the guidelines contained in these 'Technical Specifications'.

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, comprises:

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- Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information and promotion measures for agricultural products carried out in 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);
- Regulation (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 tender 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 November 2025 – 'Guidelines for the selection of the implementing body – Call 2025'
- Communication from the European Commission (2006/C) 179/02, paragraph 2.1.2
- Call for proposals for MULTI programmes 2026 – AGRIP – MULTI – 2026

1.2. Contracting Authority

The Consorzio Tutela Vini d'Abruzzo **is not a public law body within the meaning of Article 2**(1)(4) of Directive 2014/24/EU and, therefore, as indicated in the aforementioned legislation, 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 with 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 safeguards provided therein are, in fact, invoked by analogy as they embody 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 applied in respect of all procedural aspects necessary to ensure compliance with the aforementioned principles.

The competitive procedure will, in all cases, ensure compliance with the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection and award criteria, in line with the objectives of the services required and their value, the best value for money and the 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 capable of carrying out all the activities provided for in the Programme in question.

Indeed, 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 professional skills required and involved in the delivery of the service.

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2. KEY PROJECT INFORMATION

2.1. Contracting Authority

Consorzio Tutela Vini d'Abruzzo
Partner: Union des Vins Doux de Bordeaux

2.2. Project title and description

The 'EU ROOTS: discover authentic wines from Europe' programme (Acronym: EU_ROOTS), under the AGRIP – MULTI – 2026 thematic priority, implements a range of promotional, information and communication activities concerning high-quality wine products 'Made in Europe'.

2.3. Target Markets

Brazil – Colombia – Mexico

2.4. Products being promoted

- ABRUZZO DOC
- MONTEPULCIANO D'ABRUZZO DOC
- CERASUOLO D'ABRUZZO DOC
- TREBBIANO D'ABRUZZO DOC
- VILLAMAGNA DOC
- COLLINE TERAMANE DOCG
- IGT TERRE D'ABRUZZO
- CADILLAC AOP
- CÉRONS AOP
- PREMIÈRES CÔTES DE
- BORDEAUX AOP
- LOUPIAC AOP
- CÔTES DE BORDEAUX SAINT
- MACAIRE AOP
- SAINTE CROIX-DU-MONT AOP

2.5. Main target groups:

- Consumers

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- Trade Operators
- Journalists and influencers

2.6. Programme duration

36 months (3 annual phases), with an indicative start date of 1 January 2027

3. OBJECTIVES OF THE EU_ROOTS PROGRAMME

The project, funded under the **AGRIP – MULTI – 2026** call**,** aims, in accordance with the the provisions of Article 2(b) and (c) and Article 3(b) of EU Regulation 1144/2014, to achieve the following OBJECTIVES (OB):

- **OB 1:** To strengthen the competitiveness of the European agri-food sector through information and promotion activities in three countries with strong growth potential (Brazil, Mexico and Colombia)
- **OB 2**: To raise awareness and recognition of EU quality schemes in Brazil, Mexico and Colombia

THE EXPECTED FINAL IMPACT is to boost exports and consolidate the leading position of EU products with a designation of origin vis-à-vis their main national and third-country competitors.

4. GENERAL PROJECT STRATEGY

The programme's STRATEGY involves the integrated development of promotional and communication activities aimed at achieving the set objectives as effectively as possible, focusing on:

- Target groups defined for each target country
- The needs of the target groups
- Inherent characteristics of high-quality European products

The aim is to communicate the key messages to each target group – both direct and indirect – using different methods and tools in each target country.

The main EU MESSAGE and the secondary message are summarised in the project slogan:

EU ROOTS: DISCOVER AUTHENTIC WINES FROM EUROPE

The **title** conveys a strong and recognisable identity, deeply rooted in the relevant markets, highlighting the concept of 'roots' as a distinctive and strategic element of the project.

4.1. Adaptation for each target country

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BRAZIL
European roots as an integral part of cultural identity, thanks to historical migration flows that have contributed to the spread of food, wine and wine culture.

TARGET:
- Industry professionals (B2B) – Primary target audience
    - The professional target audience includes importers, distributors, wholesalers, buyers from large retail chains, Ho.Re.Ca. operators, wine shops, wine bars and sommeliers, who represent the key intermediaries for gaining access to and consolidating the commercial presence of European wines on the Brazilian market
    - Media, journalists and opinion leaders: food and wine journalists, the specialist press, lifestyle media, influencers and opinion leaders in the wine and gastronomy sector.
- Consumers (B2C) – Millennials with medium to high incomes who are increasingly seeking quality, food safety, traceability and certified origin.

PRIORITY GEOGRAPHICAL AREAS:
Brazil's major urban centres, in particular São Paulo, Rio de Janeiro, Brasília, Fortaleza and the Curitiba–Porto Alegre corridor.

MEXICO
European roots are reflected in the relationship with Europe as a source of cultural affinity and aspiration, where European products are often perceived as a symbol of quality, lifestyle and prestige.

TARGET:
- Industry professionals (B2B) – primary target
    - Professional target: importers, distributors, wholesalers, buyers from large retail chains, Ho.Re.Ca. operators, wine shops and sommeliers, who are key stakeholders for the commercial development of European wines.
    - Media, journalists and opinion leaders: food and wine journalists, the specialist press, lifestyle media and influencers, who play a strategic role in promoting wine culture and building the reputation of European products.
- Consumers (B2C) – Millennials with high purchasing power, a medium-to-high level of education and a greater openness towards international products

PRIORITY GEOGRAPHICAL AREAS:
Urban centres in Mexico City, Monterrey and Guadalajara, as well as specific tourist and commercial areas, such as Quintana Roo and Baja California Sur.

COLOMBIA
A new market where new cultural ties are developing, and where European wine is emerging as a benchmark for authenticity and tradition.

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TARGET:

- Industry professionals (B2B) – Primary target
    - Industry professionals: importers, distributors, wholesalers, buyers from modern retail chains, Ho.Re.Ca. operators, wine shops, restaurateurs and sommeliers, who act as the main intermediaries for accessing and consolidating the commercial presence of European wines
    - Food and wine journalists, the specialist press, trade media and opinion leaders, who play a key role in informing and raising awareness amongst industry professionals

PRIORITY GEOGRAPHICAL AREAS:

The major urban centres of Bogotá, Medellín and Cali, where demand for imported wines is concentrated, alongside qualified commercial operators and the mid-to-high-end catering sector. Further opportunities are to be identified in the cities of Barranquilla and Cartagena.

The IB must ensure that all communication, information and promotional activities are consistent with the messages set out in the 2026 Call for Proposals and ensure their proper and systematic implementation.
The IB must present a programme of activities and initiatives (informative and promotional) based on the aforementioned strategy, which is geared towards specific markets and target groups, aimed at achieving the objectives set out above and consistent with the EU message presented during the project application phase, taking into account the planned duration and the financial resources made available.

5. BUDGET FOR ACTIONS TO BE CARRIED OUT BY THE EXECUTING ORGANISATION

Please note that the IB must submit a tender taking into account the **total budget up to a maximum of €2,231,314 excluding VAT** in accordance with the law, including the **costs relating to the implementation of the project activities and the** Executive **Body's remuneration** (fee).
Therefore, this amount must also include the implementing body's fee, whilst it does not include other costs that will be borne directly by the implementing body

The breakdown of the budget across the target countries, as set out in the approved programme, is as follows:

TARGET COUNTRIES	Amount (€)
BRAZIL	€940,511
COLOMBIA	€507,375
MEXICO	€783,429
TOTAL	**€2,231,314**

Please refer to the following paragraph for further details.

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TECHNICAL SPECIFICATIONS

6. SCOPE OF THE SERVICE

6.1. 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 comprising the three-year Programme, commencing upon 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 set out in the Programme, in accordance with 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 comprising the Programme, including periodic technical reports, the final technical report and all documentation required for periodic and final reporting.

The service must be characterised by high-quality technical and operational support and the high standard of the deliverables produced, and must stand out for the innovativeness of its messages, the tools used to convey them and the methods employed to engage the target audiences.

The development and implementation of the agreed activities under the Programme must be carried out in a manner consistent with the general and specific objectives and the communication strategy, taking into account the priorities and objectives of EU Regulation 1144/2014, whilst ensuring that the Programme and its organisers are clearly identifiable.

6.2. Methods

The Implementing Body must establish 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 Consortium.
It is envisaged that one or more members of the Working Group will be available for regular monitoring meetings, either in person or online, to provide operational support for the activities set out in the plan that need to be carried out in close coordination with the relevant body.
The coordination of activities and the exchange of information with the Consortium may also involve various and varied methods: meetings, telephone calls, video calls, email correspondence, and the exchange of materials and documents via 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.

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6.3. Staff and working group

The Implementing Body must ensure the provision of the contracted services using staff employed under valid employment contracts who possess the professional and technical qualifications appropriate to the role and the implementation of the project. The working group must adopt a flexible organisational approach to respond to changes and/or unforeseen circumstances, as well as to any requirements that may arise during the course of the activities.

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

Furthermore, the Implementing Body must ensure adequate monitoring of results.
For the duration of the contract, the Executing Body undertakes to:

a) set up and make available a suitable project team (the individuals who will be directly responsible for the work to be carried out), in accordance with the participation requirements;
b) agree and share all the team's activities with the Consortium;
c) employ suitable staff of proven ability, honesty, integrity and proven discretion, who must maintain the strictest confidentiality regarding any information they become aware of whilst performing their duties;
d) guarantee the stability and continuity of the service in all circumstances, ensuring that staff numbers and skills are commensurate with requirements and in accordance with the terms of the technical proposal;
e) comply, in relation to its staff, with employment contracts concerning pay, statutory provisions, social security and insurance;
f) appoint a Project Coordinator to attend monitoring meetings, either in person or online (the frequency of which will be determined by the client), to provide operational support for the Programme's activities;
g) put in place all possible means of communication that may facilitate the coordination, monitoring and control of the Programme;
h) Ensure the appointment of an administrative project coordinator to handle the accounting aspects relating to project costs and any second-level checks arranged by the Paying Authority (REA).

7. DURATION OF THE SERVICE

The contract for the service shall cover the performance of the activities set out in these technical specifications, under the conditions set out therein, and shall be initialled following the signing, by the tenderer, of the Grant Agreement with the Paying Authority (REA).

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The Contracting Entity undertakes to perform the services within the timeframe and by the deadlines set out in the Grant Agreement, these technical specifications, the timetable and, unless otherwise specified, in accordance with the timelines indicated by the Consortium.
The service shall have a duration of thirty-six months from the project start date.

8. TYPE OF ACTIVITIES AND INITIATIVES ENVISAGED BY THE PROGRAMME

The activities and initiatives (Work Packages – WP) that are to form part of the promotional programme, taking into account the achievement of the objectives, the target groups and the approaches defined above, are:

- WP 2 – PUBLIC RELATIONS
  - WP 2.1 – PR Press Office
  - WP 2.2 Collaboration with Influencers
- WP 3 – WEBSITE, SOCIAL MEDIA
  - WP 3.1 Website
  - WP 3.2 Social Media
- WP 4 – ADVERTISING
  - WP 4.1 Print Advertising
  - WP 4.2 Online Advertising
- WP 5 – COMMUNICATION TOOLS
  - WP 5.1 – Communication tools and promotional items
  - WP 5.2 – Videos
- WP 6 – EVENTS
  - WP 6.1 Participation in Trade Fairs
  - WP 6.2 – B2B Events: Masterclasses
  - WP 6.3 – B2B Events: Walk-around tasting (WAT)
  - WP 6.4 – Study Trip
  - WP 6.5 – Promotional Dinner

The aim is to expand the presence of the wines in the Brazilian, Mexican and Colombian markets.

Main target groups:

- Industry professionals – B2B sector
- Media, journalists and opinion leaders –
- Consumers (B2C)

Set out below are the general guidelines regarding the information and promotional activities that must form part of the proposals submitted as part of this selection procedure.
It should be noted that, whilst the tenderer must adhere to the key elements of the WPs as set out, they are free to elaborate on the proposed actions whilst complying with the listed WPs and, in any case, always in accordance with the methods necessary to achieve the programme's objectives.

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Workstream 2: [Public Relations]	
Objectives	**OB1) and OB2)**

2.1 PR PRESS OFFICE

A dedicated press office is required for each target country.
The press office (both online and offline) must focus on the specialist and generalist press in Mexico and Brazil, whilst focusing exclusively on the specialist press in Colombia.

The press office must ensure public relations with the main representatives of the online and offline media, guaranteeing their attendance at events and media coverage.

N.B.: Over the three-year period and for the target country of Colombia only, the budget for the Financial Proposal of WP 2.1 is allocated as follows: 37,5% to the Contracting Authority and 62,5% to the Partner.
Over the three-year period for Brazil and Mexico, the budget for the Financial Proposal under WP 2.1 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is requested to submit their best proposal to facilitate the achievement of the planned objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 2.1	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€19,662	€19,662	€19,662
COLOMBIA	€9,718	€9,718	€9,718
MEXICO	€19,662	€19,662	€19,662

2.2 PR: COLLABORATIONS WITH INFLUENCERS IN BRAZIL AND MEXICO

The OE must provide for the following:

- in the first and second years, at least 4 collaborations with micro-influencers in Brazil
- over the course of the 3 years, the launch of 6 collaborations in Mexico

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Influencers must be selected before the start of activities, following a careful assessment of both the profiles most aligned with the project's objectives and their current 'ranking'/number of followers (minimum 10,000 followers).

N.B.: Over the three-year period and for the target country Brazil only, the budget for the Financial Proposal of WP 2.2 is allocated as follows: 40 per cent to the Contracting Authority and 60 per cent to the Partner.
Over the three-year period for the target country Mexico, the budget for the Financial Proposal under WP 2.2 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is requested to submit their best proposal to facilitate the achievement of the planned objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 2.2	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€12,543	€12,543	€0
COLOMBIA	€0	€0	€0
MEXICO	€15,594	€15,594	€15,594
Output *(as per the approved KPI performance indicators table, PART B)*	1 mailing list in Brazil, 1 in Mexico, 1 in Colombia 5 press releases in BR; 5 in MEX; 3 in COL 1 press review in BR, 1 in MEX, 1 in COL 2 collaborations with influencers in Brazil, 2 in Mexico	1 mailing list in Brazil; 1 in Mexico; 1 in Colombia 5 press releases in Brazil; 5 in Mexico; 3 in Colombia 1 press review in BR, 1 in MEX, 1 in COL 2 collaborations with influencers in Brazil, 2 in Mexico	1 mailing list in Brazil, 1 in Mexico, 1 in Colombia 5 press releases in Brazil; 5 in Mexico; 3 in Colombia 1 press review in BR, 1 in MEX, 1 in COL 2 collaborations with influencers in MEX
Results *(as per the KPI results table – approved PART B)*	520 contacts on the mailing list in Brazil; 380 in Mexico; 150 in Colombia 225 unpaid articles in Brazil, 180 in Mexico, 150 in Colombia 300,000 users reached in Brazil; 400,000 users reached in Mexico		

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Work Package 3: [Website and Social Media]	
Objectives	**O1) and O2)**

3.1 – WEBSITE IN PORTUGUESE AND SPANISH (B2B/B2C)

The Financial Proposal for Year 1 must provide for the creation of the campaign's institutional website and its annual updating, in Portuguese and Spanish, with a .eu domain.

N.B.: Over the three-year period for Brazil, Mexico and Colombia, the budget for the Financial Proposal for WP 3.1 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is required to submit their best proposal to facilitate the achievement of the planned objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 3.1	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€7,571	€1,017	€1,017
COLOMBIA	€4,351	€565	€564
MEXICO	€7,571	€1,017	€1,017

3.2 SOCIAL MEDIA IN BRAZIL, MEXICO AND COLOMBIA

The OE must arrange, from M4 onwards, for the activation of two Instagram accounts dedicated to the campaign and two Facebook accounts. Specifically:

- 1 Instagram profile and 1 Facebook page for Brazil, in Portuguese,
- 1 Instagram profile and 1 Facebook page shared between Mexico and Colombia, in Spanish.

A single YouTube channel common to the target countries must be created, onto which all project videos will be uploaded.

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N.B.: Over the three-year period for Brazil and Mexico, the budget for the Financial Proposal under WP 3.2 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is required to submit their best proposal to facilitate the achievement of the planned objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 3.2	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€16,215	€16,216	€16,215
COLOMBIA	€0	€0	€0
MEXICO	€16,216	€16,216	€16,214
Output *(as per the approved KPI performance indicators table, PART B)*	1 multilingual website 1 IG account (BR); 1 (MEX-COL); 1 FB account (BR); 1 (MEX-COL) 1 YouTube account	Website updates Ongoing management and engagement on social media	Website updates Ongoing management and engagement on social media
Results *(as per the KPI results table – approved PART B)*	60,000 website visitors 12,000 social media followers in Brazil 7,500 social media followers in Mexico and Colombia 280,000 video views on YouTube		

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Work Package 4: [ADVERTISING]	
Objectives	**OB1) and OB2)**

4.1 – PRINT ADVERTISING

The OE must plan annual advertising in premium and hybrid (B2B and B2C) trade magazines (Brazil, Colombia, Mexico) in Brazil and Mexico. These activities must be integrated with WP 4.2

The tenderer is required to submit their best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal under WP 4.1 is allocated as follows: 41% to the Contracting Authority and 59% to the Partner
Over the three-year period for the target country Colombia alone, the budget for the financial proposal for WP 4.1 is allocated as follows: 50 per cent to the Contracting Authority and 50 per cent to the Partner
Over the three-year period for the target country Mexico alone, 100 per cent of the budget for the Financial Proposal of the WP is to be allocated to the Contracting Authority

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 4.1	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€18,080	€18,080	€18,080
COLOMBIA	€5,650	€5,650	€5,650
MEXICO	€11,300	€11,300	€11,300

4.2 – ONLINE

The OE must provide for

- The launch of sponsored posts via Meta Ads to support the creation of a community dedicated to the project
- Use Google Ads to generate qualified traffic to the website and promote the project's videos.

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For the target country, COLOMBIA, it is necessary to launch targeted campaigns aimed at the commercial audience, starting with informative posts published on Spanish-language social media pages and on the YouTube channel.

WP 4.2 must be closely integrated with WP 4.1.

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal of WP 4.2 is allocated as follows: 45% to the Contracting Authority and 55% to the Partner.
Over the three-year period for the target country Colombia, the budget for the Financial Proposal of WP 4.2 is allocated as follows: 25% to the Contracting Authority and 75% to the Partner.
For the three-year period relating solely to the target country Mexico, the budget for the Financial Proposal for WP 4.2 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is required to submit their best proposal to facilitate the achievement of the planned objectives and to detail their working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 4.2	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€22,544	€22,544	€22,543
COLOMBIA	€10,848	€10,848	€10,848
MEXICO	€14,973	€14,972	€14,973
Output *(as per the approved KPI performance indicators table, PART B)*	6 advertisements printed in BR 2 print advertisements in Mexico; 2 in Colombia 1 online advertising campaign in BR; 1 in MEX; 1 in COL 1 advert on web portals in BR; 1 in MEX; 2 in COL	6 print advertisements in BR 2 print adverts in MEX; 2 in COL 1 online advertising campaign in Brazil; 1 in Mexico; 1 in Colombia 1 advert on web portals in Brazil; 1 in Mexico; 2 in Colombia	6 print advertisements in BR 2 print adverts in Mexico; 2 in Colombia 1 online advertising campaign in BR; 1 in MEX; 1 in COL 1 advert on web portals in Brazil; 1 in Mexico; 2 in Colombia
Results *(as per the KPI results table – approved PART B)*	1,200,000 readers in Brazil, 260,000 in Mexico, 200,000 in Colombia 2,700,000 users reached in Brazil, 1,700,000 in Mexico, 200,000 in Colombia 1,200,000 impressions in BR, 1,200,000 in MEX, 1,500,000 in Colombia		

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Work Package 5: [COMMUNICATION TOOLS]	
Objectives	**OB1) and OB2)**

5.1 – COMMUNICATION TOOLS

You are required to produce at least one proposal for a key visual suitable for the Brazilian, Colombian and Mexican markets, using the slogan (see Article 4: General Project Strategy)

The OE must provide various promotional items for the main activities involving contact with industry professionals and the press, including but not limited to:

- Flyers
- Tasting notes
- Personalised diary featuring the campaign's key elements
- Infinity Graphite pencil

The Financial Proposal must provide for the creation of communication materials in the various languages (Spanish and Portuguese)

N.B.: Over the three-year period for the target countries – Brazil, Mexico and Colombia – the budget for the Financial Proposal under WP 5.1 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner

The tenderer is required to submit their best proposal to facilitate the achievement of the set objectives and to detail the working methodology and individual activities, providing in the financial proposal the unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 5.1	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€24,295	€12,995	€7,910
COLOMBIA	€3,729	€3,164	€3,164
MEXICO	€24,295	€6,215	€6,215

5.2 – PROMOTIONAL VIDEOS

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The OE must, in agreement with the lead organisation and the partner, provide for the creation of:

- 7 different short videos per year, each lasting 15–30 seconds in 9:16 format, suitable for Reels and Stories

The tenderer is required to submit their best proposal to facilitate the achievement of the planned objectives and to detail the working methodology and individual activities, providing in the financial offer a breakdown of unit costs for each individual activity proposed for each target country

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal under WP 5.2 is allocated as follows: 21 per cent to the Contracting Authority and 79 per cent to the Partner.

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 5.2	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€7,119	€7,119	€7,119
COLOMBIA	€0	€0	€0
MEXICO	€0	€0	€0
Output *(as per the approved KPI performance indicators table, PART B)*	1 visual identity (1 logo, 1 image) 200 promotional items; 6,000 leaflets; 1,200 tasting cards 7 short videos	260 promotional items; 6,000 leaflets; 1,200 tasting notes 7 short videos	260 promotional items; 6,000 leaflets; 1,200 tasting notes 7 short videos
Results *(as per the KPI results table – approved PART B)*	100% of communication materials distributed 315,000 total video views		

Work Package 6: [EVENTS]	
Objectives	**OB1) and OB2)**
WP 6 – EVENTS	
6.1 – TRADE FAIRS AND EVENTS	

The OE must arrange participation in the following trade fairs:

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- BRAZIL: **PROWEIN** Year 1, Year 2
- COLOMBIA: **ALIMENTEC** Year 1, Year 2

In addition to these activities, the Economic Offer must include at least 10 B2B meetings per year during Prowein and 5 per year at Alimntec. The venues must also provide guided tastings and workshops open to the public, led by sommeliers.

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal of WP 6.1 is allocated as follows: 55% to the Contracting Authority and 45% to the Partner.
Over the three-year period for the target country Colombia, the budget for the Financial Proposal under WP 6.1 is allocated as follows: 100% to the Partner

The tenderer is required to draw up their best proposal for the event/seminar format and target audience, providing in the financial proposal a breakdown of unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 6.1	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€89,530	€89,530	€0
COLOMBIA	€19,128	€19,127	€0
MEXICO	€0	€0	€0

6.2 – MASTERCLASSES

At least 9 masterclasses must be organised in Brazil, 12 in Mexico and 12 in Colombia.

The Financial Proposal must provide for the presence of an expert sommelier and at least one representative from the Lead Organisation and the partner

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal of WP 6.2 is allocated as follows: 63% to the Contracting Authority and 37% to the Partner.
Over the three-year period for the target country Colombia, the budget for the Financial Proposal for WP 6.2 is allocated as follows: 50% to the Contracting Authority and 50% to the Partner
For the three-year period covering the target country Mexico, the budget for the Financial Proposal for WP 6.2 is allocated as follows: 78% to the Contracting Authority and 22% to the Partner.

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The tenderer is required to submit their best proposal for the event/seminar format and target audience, providing in the financial proposal a breakdown of unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 6.2	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€47,291	€47,290	€47,290
COLOMBIA	€40,059	€40,058	€40,058
MEXICO	€46,782	€46,782	€46,782

6.3 – WALK AROUND TASTING (WAT)

Three WATs are to be organised in Brazil and Colombia and six in Mexico.

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal under WP 6.3 is allocated as follows: 63% to the Contracting Authority and 37% to the Partners.
Over the three-year period for the target country, Colombia, the budget for the Financial Proposal under WP 6.3 is allocated as follows: 50 per cent to the Contracting Authority and 50 per cent to the Partner
Over the three-year period for the target country Mexico, the budget for the Financial Proposal under WP 6.3 is allocated as follows: 67% to the Contracting Authority and 33% to the Partner.

The tenderer is required to submit their best proposal for the event/seminar format and target audience, providing in the financial proposal a breakdown of unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 6.3	YEAR 1	YEAR 2	YEAR 3
BRAZIL	€42,997	€42,997	€42,996
COLOMBIA	€36,217	€36,217	€36,216
MEXICO	€47,008	€47,008	€47,008

6.4 – STUDY TRIP

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The OE must organise (preferably during the bottling/grape harvest period) the following study trips each year:

- 2 tours, each comprising 3 people, from Brazil to Italy
- 1 tour of 4 people from Brazil to France
- 2 tours, each comprising 3 people, from Mexico to Italy
- 1 tour for 4 people from Mexico to France
- 2 tours of 1 or 2 people from Colombia to Italy
- 1 tour of 5 people from Colombia to France

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal under WP 6.4 is allocated as follows: 63 per cent to the Contracting Authority and 37 per cent to the Partner.
Over the three-year period for the target country Colombia, the budget for the Financial Proposal for WP 6.4 is allocated as follows: 41 per cent to the Contracting Authority and 59 per cent to the Partner.
For the three-year period covering the target country Mexico, the budget for the Financial Proposal for WP 6.4 is allocated as follows: 63% to the Contracting Authority and 37% to the Partner.

The tenderer is required to submit their best proposal in terms of format, providing in the financial proposal a breakdown of unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 6.4	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€47,178	€47,178	€47,176
COLOMBIA	€36,443	€36,442	€36,443
MEXICO	€47,178	€47,178	€47,177

6.5 – PROMOTIONAL DINNER

The OE must organise a number of promotional dinners featuring specially designed menus and attended by prominent figures from the food and wine sector in the three target countries.
The organisation of at least the following is required:

- 1 dinner in Brazil
- 5 dinners in Mexico
- 3 dinners in Colombia

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The promotional dinners must be organised to coincide with key events in the target countries in order to optimise travel costs.

N.B.: Over the three-year period for the target country Brazil, the budget for the Financial Proposal under WP 6.5 is allocated as follows: 100% to the Contracting Authority—
Over the three-year period for the target country Colombia, the budget for the Financial Proposal for WP 6.5 is allocated as follows: 100% to the Partner.
Over the three-year period for the target country Mexico, the budget for the Financial Proposal for WP 6.5 is allocated as follows: 55% to the Contracting Authority and 45% to the Partner.

The tenderer is required to submit their best proposal in terms of format, providing in the financial proposal a breakdown of unit costs for each individual activity proposed for each target country

Each WP must ensure that the minimum KPIs set out in the 'Outputs' and 'Results' sections at the end of this table are met

Estimated budget 6.5	**YEAR 1**	**YEAR 2**	**YEAR 3**
BRAZIL	€18,306	€0	€0
COLOMBIA	€12,261	€12,261	€12,260
MEXICO	€34,352	€34,352	€12,260
Output *(as per the approved KPI performance indicators table, PART B)*	1 stand at the ProWein BR trade fair 1 stand at the Alimentec trade fair in Colombia 3 masterclasses in Brazil; 4 masterclasses in Mexico; 4 masterclasses in Colombia 1 walkaround in Brazil; 2 walk-arounds in Mexico; 1 walkaround in Colombia 3 study trips from Brazil; 3 study trips from Mexico; 3 study trips from Colombia 1 promotional dinner in Brazil; 2 promotional dinners in Mexico; 1 promotional dinner in Colombia	1 stand at the ProWein trade fair in Brazil 1 stand at the Alimentec trade fair in Colombia 3 masterclasses in Brazil; 4 masterclasses in Mexico; 4 masterclasses in Colombia 1 walkaround in Brazil; 2 walkarounds in Mexico; 1 walkaround in Colombia 3 study trips from Brazil; 3 study trips from Mexico; 3 study trips from Colombia 2 promotional dinners in Mexico; 1 promotional dinner in Colombia	3 masterclasses in Brazil; 4 masterclasses in Mexico; 4 masterclasses in Colombia 1 walkaround in Brazil; 2 walkaorund in Mexico; 1 training camp in Colombia; 3 study trips from Brazil; 3 study trips from Mexico; 3 study trips from Colombia 1 promotional dinner in Mexico; 1 promotional dinner in Colombia

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Results *(as per the KPI results table – approved PART B)*	2,000 trade visitors reached at ProWein, 700 at Alimentec 225 trade professionals took part in the masterclasses in Brazil, 300 in Mexico, 300 in Colombia 300 trade professionals took part in walk-arounds in Brazil, 600 in Mexico, 210 in Colombia 30 participants on study trips from Brazil, 30 from Mexico, 24 from Colombia 35 guests attended the promotional dinner in Brazil, 130 in Mexico, 60 guests in Colombia

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PROCEDURE FOR SELECTING THE IMPLEMENTING BODY

9. ELIGIBILITY CRITERIA

Economic operators may participate in this tender either individually or as a consortium, provided they meet the requirements set out in the following articles.
A tenderer participating in the tender as part of a consortium is prohibited from also participating as an individual.
In the case of participation as a consortium, the 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 by means of appropriate supporting documentation, which the successful tenderer will be required to produce prior to the award of the contract.

9.1. Absence of conditions precluding participation in the tender

Participation in this procedure is restricted to economic operators (EOs) who certify, by submitting the tender documentation and the required supplementary declarations, that none of the following conditions apply:

1. **Absence of serious breaches of the law:** There must be no final judgements or administrative decisions establishing the existence of serious criminal offences (e.g. corruption, fraud, involvement in criminal organisations) or serious and definitive breaches 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 established professional conduct that calls into question the reliability or integrity of the economic operator, including the failure to perform or the irregular performance of previous public contracts or false declarations in previous procedures. (Implicit reference to Article 95 of Legislative Decree 36/2023 – Grounds for non-automatic exclusion).
3. **Compliance with contractual and social security** obligations**:** The economic operator must be in compliance with obligations relating to the payment of social security and welfare contributions and with tax obligations, in accordance with Italian legislation (valid DURC) or that of the country of establishment.
4. **Absence of other impediments:** Not be subject to bankruptcy, compulsory liquidation, a composition with creditors or any other equivalent measure in one's country.

The Consortium reserves the right to verify that these conditions are actually met by consulting public databases and, where necessary, requesting supporting documents from the OE.

9.2. Economic and financial capacity requirements

Any economic operator wishing to participate in this selection procedure:

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- Must demonstrate that they have achieved a total turnover **of not less than €3,000**
- **,000.00**[1] (three million/00), accrued over the best three years of the five years preceding the year in which the procedure was launched, in accordance with the provisions of domestic legislation. The turnover must be exclusive of VAT and must be shown in VAT returns or equivalent tax returns within the EU;
- must attach a statement from the bank confirming that the Economic Operator possesses the financial resources necessary to ensure the implementation of the actions set out in the Programme (suitable bank references);
- must attach a copy of the last two approved annual accounts and/or VAT returns;
- must attach a certificate from the Chamber of Commerce or proof of registration in a commercial register maintained in the Member State in which 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, or as a member of a temporary consortium.

9.3. Technical and professional capacity requirements

The economic operator (whether acting alone or as part of a temporary consortium) wishing to participate in this selection procedure must:

- have provided, during the three-year period 2023–2024–2025, services similar to those covered by the tender, as detailed in the table below and in the attached list of main services provided, for a total amount of not less than EUR 2,000,000.00 (in words: two million euros/00), exclusive of VAT;
- attach the CVs of the staff who will be employed, should the Programme be carried out, which demonstrate proven experience in services similar to those covered by the tender.

'Similar services' are understood to mean (by way of example and not an exhaustive list):

- the management of complex international promotion projects/programmes;
- the management of consortia of companies and the coordination of working groups;
- the design and management of publicly funded programmes;
- organising events and incoming visits;
- press office management;
- communication, PR and related activities (including online);
- production of information materials;
- production of promotional videos;
- promotional activities in the agri-food sector;
- experience in communication activities relating to 'sustainability'

[1] *Criteria introduced by Directorial Decree No. 0532478 of 10 October 2024, Article 2, paragraph 2.2 MASAF – Department of Food Sovereignty and Horse Racing – Directorate-General for General Affairs and the Budget*

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Compliance with these requirements must be certified by means of the attached declaration (Annex 2) signed by the legal representative of the tenderer and by submitting the CVs of the professionals required to carry out the contract.
These requirements must be met by the economic operator or the temporary consortium as a whole; however, in the latter case, the lead firm must in any event meet the requirements and carry out the majority of the work.

10. AWARD CRITERIA AND EVALUATION COMMITTEE

The **Evaluation Committee is appointed after the deadline for the submission of tenders** and consists of a maximum of 5 members, who are experts in the specific sector to which the subject matter of the contract relates.
The Evaluation Committee is responsible for assessing the technical and financial tenders submitted by the tenderers. The Project Manager shall be assisted by the Evaluation Committee in verifying the documentation submitted and identifying any irregularities in the tenders.

The Contracting Authority will be selected on the basis of **the tender offering the best value for money**.
This criterion is applied to the selection procedure in accordance with Article 108 of Legislative Decree 36/2023, which is regarded as best practice for the evaluation of complex services such as those relating to promotion and communication, ensuring the selection of the tender offering the best balance between technical performance and the proposed price.

Overall Score
The maximum total score that can be awarded is **100 points**, broken down as follows:
- **Technical Proposal (Quality):** maximum 85 points
- **Financial Proposal (Price):** maximum 15 points

The **Evaluation Committee** will assess the qualitative elements on the basis of the evaluation criteria set out in the table below.

10.1. Assessment and quality of the technical proposal

The Technical Proposal must meet the minimum requirements set out in these technical specifications and must be drawn up in such a way as to provide all the information necessary for a comprehensive and in-depth assessment of the content and quality of the proposed service; it must be concise, practical and feasible.

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

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TECHNICAL PROPOSAL: MAXIMUM 85 POINTS		
Criteria	**Sub-criteria**	**Maximum score**
1. QUALITY OF THE TECHNICAL PROPOSAL – OVERALL STRATEGY	Quality of the structure of the overall strategy and activities, and their consistency with the specifications set out in the tender documents and the relevant promotional programme	Up to 5 points
	Ability to deliver the expected results and achieve the project's objectives	Up to 5 points
		Maximum 10
2. QUALITY OF THE TECHNICAL PROPOSAL – PROJECT ACTIVITIES	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 6 points
	Effectiveness and capacity of the proposed and planned outputs to convey the project's message	Up to 6 points
	Quality of the graphic design and concept	Up to 6 points
	Flexibility of the proposal(s) by channel and medium, through a mix of coordinated techniques and solutions, aimed at providing a clear and comprehensive response to the engagement needs of the various target audiences.	Up to 6 points
	Quality of the team dedicated to managing project activities (assessment of CVs of the team responsible for carrying out individual project activities)	Up to 6 points
		Maximum 30
3. QUALITY OF THE TECHNICAL PROPOSAL – METHODOLOGICAL APPROACH	Consistency between the methods for carrying out and implementing the actions and the methods for carrying out the activities and initiatives set out in the Programme	Up to 15 points
	Adequacy of the planning in terms of consistency with the objectives of the communication strategy and consistency with the programme's timetable: in particular, consistency between the proposed timetable for activities and the effectiveness of the implementation of individual actions, including in relation to the professional resources involved	Up to 7 points
	Adequacy of the control mechanisms for monitoring the correct financial and economic implementation of the project, compliance with the timetable and with output and outcome indicators, and the quality and effectiveness of the methods used to carry out the activities set out in the Programme	Up to 7 points
	Quality of project coordination (assessment of the CV of the professional responsible for coordinating project activities)	Up to 4 points
	Specific experience of the implementing organisation in managing programmes funded under Regulation 1144/2014	Up to 5 points
	Additional services/activities proposed to improve the service	Up to 3 points
	Methods of interaction with and support provided to beneficiaries	Up to 4 points
		Maximum 45

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Maximum score for the technical proposal	**85**

To determine the scores awarded to the technical proposal in relation to the respective criteria and sub-criteria set out above, each tender committee member will use a discretionary scoring method by applying a coefficient (to be multiplied by the maximum score attributable to the criterion), ranging from 0 to 1. Therefore, each tender committee member will award a score to each tender, giving reasons, in accordance with the following scale:

not applicable	0
insignificant assessment	0.1
barely sufficient assessment	0.2
sufficient mark	0.3
rating between 'sufficient' and 'fair'	0.4
'fair' rating	0.5
rating between fair and good	0.6
Good rating	0.7
rating between good and excellent	0.8
'Excellent' rating	0.9
'Excellent' rating	1.0

For each sub-criterion, once each member of the selection panel has assigned a weighting to each tenderer, the average of the weightings assigned by the selection panel will be calculated, with a value of 1 assigned to the highest weighting amongst the tenderers and, consequently, all other weightings will be adjusted accordingly.

10.2. Evaluation of the financial tender

The financial bid must be structured in such a way as to allow for the assessment of the various elements set out in the table below.

FINANCIAL TENDER: MAXIMUM 15 POINTS		
Evaluation criterion	**Justification criterion**	**Maximum score**
FINANCIAL PROPOSAL Max 15 points	**Economic analysis:** Cost-effectiveness analysis of the proposed initiatives, based on market prices	Up to 6 points
	Fees: Assessment of the reasonableness of the fee (expressed in man-days) requested by the tenderer for the implementation of each action, based on the cost of each action and the expected benefits	Up to 9 points
Maximum score awardable		**15**

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

'financial offer for the activities' score = Offer X / Maximum bid *6

where:

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

As regards the financial bid for the participating economic operator's fee (maximum of 9 points out of 100), the score will be awarded on the basis of the following formula:
score for the financial bid relating to the fee of the economic operator in question =
Minimum fee % / Fee % X *9

where:

- Minimum fee %: is the percentage of the fee relating to the financial bid for the participating economic operator's fee that is the lowest amongst those submitted;
- Fee % X: is the percentage of the fee relating to the financial offer for the fee of the economic operator in question.

For the purposes of awarding contracts and calculating scores, any non-integer values will be rounded to the second decimal place.
Higher bids are not permitted.
The ENVELOPE/PEC C relating to the financial bid will be opened once the evaluation work carried out by the aforementioned Evaluation Committee has been completed.

A ranking list will be drawn up on the basis of the scores awarded to the tenders.

The contract will be awarded to the tenderer who has submitted a tender which, whilst meeting all the mandatory minimum requirements, has achieved the highest overall score (technical tender score + financial tender score).

In the event of a tie, the contract will be awarded to the tenderer who has achieved the highest score in the technical tender.

In the event of a tie in both the financial and technical bid scores, a draw will be held amongst the aforementioned tenderers.

The Consortium is under no obligation to pay any compensation to competing firms, for any reason whatsoever, in respect of the tenders submitted.

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Once the required checks regarding compliance with the prescribed requirements have been carried out, the contract will be awarded.
The award of the contract is immediately binding on the successful tenderer, whilst the Consortium will only be definitively bound once, in accordance with the law, all the documents required for the completion of the tender procedure have attained full legal effect.
Should the successful tenderer fail to appear for the signing of the contract, or should the declarations made be found to be false, the Consortium reserves the right to award the contract to the next highest-ranked tenderer, subject to the completion of the customary checks.
The contract will be awarded even if only one valid tender is submitted, provided it is appropriate.
The Consortium reserves the right not to award the contract if no tender is found to be advantageous or suitable in relation to the subject matter of the contract.
The results will be communicated via PEC (certified email) or to the email address provided in Annex 2 DGUE in the case of foreign tenderers who do not have a PEC address. The results will also be published on the website of the Consorzio Tutela Vini d'Abruzzo, as the lead organisation.

11. PROCEDURES FOR SUBMITTING TENDERS

11.1. Deadlines and Procedures for Submission

Economic operators must submit their tenders no later than the **strict deadline of 18 DECEMBER 2026 at 12.00**

The administrative documentation must be drawn up in Italian or English.
The technical documentation must be drawn up in Italian and English.

Economic operators wishing to participate in the tender procedure for the selection of the economic operator must, on pain of exclusion, submit all the necessary documentation via certified email (PEC), by registered post with acknowledgement of receipt, or by hand delivery:

- Certified email (PEC): The tender must be divided and sent in three separate certified email messages as set out below

The tender must be sent to the following certified email (PEC) address:consorzio-viniabruzzo@pec.it

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 deemed valid.

The subject line of the PEC message must include the following text:

- "PEC A: Administrative documentation – Call for Tenders for the EU_ROOTS Implementing Body"
- "PEC B: Technical bid – Call for Tenders for the EU_ROOTS Implementing Body"
- "PEC C: Financial proposal – Call for Tenders for the EU_ROOTS Implementing Body"

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- By registered post with acknowledgement of receipt or hand-delivery: the sender is responsible for ensuring delivery within the deadlines set out in these specifications.

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

The subject line indicated on each ENVELOPE must bear the following wording:

- "ENVELOPE A: Administrative documentation – Call for Tenders for the EU_ROOTS Implementing Body"
- "ENVELOPE B: Technical proposal – Call for Tenders for the EU_ROOTS Implementing Body"
- "ENVELOPE C: Financial proposal – Call for Tenders for the EU_ROOTS Implementing Body"

Address to which documents must be sent by registered post with acknowledgement of receipt or delivered in person:

Consorzio Tutela Vini d'Abruzzo
Corso Matteotti, 2 – Palazzo Corvo
66100 ORTONA (CH)
ITALY
For the attention of Monica D'Anniballe

In the case of dispatch by post or hand delivery – the offices are open from Monday to Friday from 9.00 am to 1.00 pm. Delivery is at the sender's expense and risk and must take place no later than the deadline date and time; the outside of the envelope must bear, in addition to the sender's details (whether an individual or a group of entities), the following wording:

CALL FOR TENDERS THROUGH AN OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF AN ORGANISATION TO IMPLEMENT THE MULTIPLE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS – TARGET COUNTRIES: BRAZIL – MEXICO – COLOMBIA

In the event of dispatch by registered post with acknowledgement of receipt and/or hand delivery, as indicated above, the documents required for the administrative tender must be stored on three USB sticks, each placed in a separate sealed envelope (USB stick A in sealed envelope A – technical tender; USB stick B in sealed envelope B – administrative tender; USB stick C in sealed envelope C). The three sealed envelopes must be placed inside a single outer envelope containing them all for dispatch.

11.2. Composition of the Tender (Envelopes/PEC)

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Regardless of the method of submission chosen, the tender must consist of three distinct sections, in accordance with the principles of separation between the technical and financial offers:

IT IS EXPRESSLY REQUIRED TO NAME THE ATTACHED FILES AS FOLLOWS – EXAMPLE:

- Attachment A NAME OR OE
- Attachment 1 NAME OE
- Company Register Extract: NAME OE
- List of members: NAME OF LEGAL ENTITY

A) Certified Email (PEC)/Administrative Envelope

Containing the documentation certifying compliance with the participation requirements and the absence of any disqualifying conditions, including:

a) Application to participate in the procedure in accordance with the template set out in Annex A, completed and signed by the legal representative of the relevant economic operator;
b) Declaration confirming the absence of any conflicts of interest on the part of the tendering economic operator, any partners in a temporary consortium (ATS) and any subcontractors, as per the template *in Annex 1*, including:
    - an up-to-date Chamber of Commerce certificate (issued within the last six months) or an equivalent document issued by the competent authority of the country of origin.
    - a list of shareholders and beneficial owners (Legislative Decree 231/2007).
    - an up-to-date Chamber of Commerce extract for any associated, affiliated or subsidiary companies of the Executing Body, or an equivalent document issued by the competent authority in the country of origin.
    - a certificate of current positions held and an up-to-date certificate of current shareholdings for all individual shareholders belonging to the Executing Body and any associated, affiliated or subsidiary companies, or an equivalent document issued by the competent authority of the country of origin.
    - List of the Executing Body's subcontractors.
    - A self-declaration of the absence of any conflict of interest, in which the Executing Body certifies that it has not participated in the main stages of drafting the documents comprising the programme submitted to the REA by the proposing organisation.
c) Declarations required in accordance with the template set out in the facsimile in Annex 2 to the tender specifications, completed and signed by the legal representative of the tendering economic operator, any partners in a temporary consortium (ATS) and any subcontractors;
d) the identity document(s) of the signatory/signatories;
e) Documentation proving compliance with the requirements:
    - a bank reference letter certifying possession of the financial resources necessary to guarantee the implementation of the actions set out in the Programme (suitable bank references).

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- the last two financial statements filed, together with the filing receipt.
- A copy of the DURC or DSAN certifying that social security contributions are up to date.

f) CVs of the tendering economic operator, any partners in a temporary consortium (ATS) and any subcontractors (company CV);

g) Where the economic operator has subcontractors, the following documentation must be attached for each individual subcontractor:
   - up-to-date Chamber of Commerce certificate (issued within the last six months) or an equivalent document issued by the competent authority in the country of origin.
   - List of shareholders and beneficial owners (Legislative Decree 231/2007).
   - a certificate of current positions held and an up-to-date certificate of current shareholdings for all individual shareholders belonging to the subcontractors of the Executing Body and any associated, affiliated or subsidiary companies, or an equivalent document issued by the competent authority in their country of origin.

B) PEC B/TECHNICAL ENVELOPE

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

1. Detailed technical report on the activities
2. Graphic proposals and key visuals
3. CVs of the staff employed

The three elements must be presented in three separate presentations (one for the technical report, one for the graphic proposals and one for the CVs of the staff employed)

Note: The technical proposal must not contain any reference to prices or costs, otherwise it will be excluded.

The technical report must include details regarding:

1. *Overall strategy*

   The contractor, taking into account the guidelines set out in Article 2 of the tender specifications, must structure their proposal on the basis of the indicated strategy aimed at achieving the project objectives set out in the tender specifications, bearing in mind that, for the duration of the programme, a series of minimum required outputs is envisaged for each work package (WP).

2. *Project activities*

   The economic operator must structure their proposal by suggesting the types of activities and implementation methods they consider most effective for achieving the project objectives, using the following guidelines:
   - description of the work plan: this must contain a detailed description of each activity, including a justification for the choice in terms of its effectiveness in achieving the programme's objectives, the topics to be disseminated and addressed, the target country and target groups, demonstrating a carefully

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considered selection to maximise the achievable impact; it must specify the expected KPIs for each activity; it must indicate the number and type of expected contacts (direct and indirect);

3. *Methodological approach and structure of activities*
   For each type of activity listed in the technical specifications, the specific measures intended to be implemented to achieve the programme's objectives must be described.
   The activities and related measures must be consistent with the proposed strategy for the target markets and the relevant target groups, and must be structured in accordance with the points set out below:
   1. methods of implementing the actions: a description of the operational procedures used to deliver the services and their consistency with the aims and objectives of the proposed communication campaign and with the Programme;
   2. indication of the expected KPIs, which must be at least equal to those specified in the tender documents
   3. timetable: the adequacy of the timeframes and resources set out in the timetable and its consistency with the programme, which must be structured over a three-year period;
   4. consistency with the overall strategy and the implementation methods of the measures proposed above;
   5. a description of the monitoring mechanisms and the proper execution of activities;
   6. presentation of any additional proposed activities/services and the support arrangements provided to the consortium
   7. description of the working group and the specific responsibilities in relation to the various activities.

The above points must be organised and presented in accordance with the criteria and sub-criteria described in Article 10 and by activity.

The 'CVs of staff employed' section must contain:

- a presentation of the working group responsible for carrying out the communication and promotion activities, and evidence of the working group's ability to implement the actions effectively.

The 'Graphic design and key visuals' presentation must contain:

- A graphic presentation of the concept and content of the promotional messages tailored to the target markets of BRAZIL, MEXICO and COLOMBIA

C) PEC WITH ECONOMY ENVELOPE

Containing only the Financial Offer in the facsimile format set out in **Annex 3**.
The file must be submitted **in both .xls format and converted to PDF**

The file in Annex 3 must contain:

- Statement of the total price

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- A separate breakdown of labour costs: pursuant to Article 41(14) of Legislative Decree 36/2023, the economic operator must specify, on pain of exclusion, the amount of labour costs that are not subject to a discount
- A separate breakdown of the economic operator's fee

NOTICE: Pursuant to Article 41(14) of Legislative Decree 36/2023, the Financial Proposal must contain a separate breakdown of labour costs.

The costs must be itemised for each action and type of activity required for the organisation and delivery of the service (**SUB-TOTAL ACTIVITIES**), specifying the **VALUE OF THE ECONOMIC OPERATOR'S FEE**, in accordance with the format set out in Annex 3, which must be completed for each individual project year (year 1, year 2 and year 3) and for each individual target country (BRAZIL, MEXICO and COLOMBIA).
Annex 3 contains 4 worksheets which will form the financial proposal:

a) Summary general budget by country and year;
b) Budget for Brazil by year;
c) Budget for Mexico by year;
d) Budget for Colombia by year.

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

The economic operator's fee must be highlighted.
Labour costs must be shown as a percentage

The remuneration of the implementing body (the economic operator's fee) must not exceed 13% of the total cost relating to the actions (GENERAL SUBTOTAL OF ACTIVITIES).
*NB: THE TOTAL OF THE FINANCIAL OFFER must not exceed the total amount of this selection procedure (€2,231,314 excluding VAT).

11.3. Procedure for opening tenders

The Evaluation Committee will meet in person or remotely via a videoconferencing platform, and the relevant arrangements will be communicated to the tenderers.
Date: **22 DECEMBER 2026 at 10.30 am – Public session** held in person or remotely via an electronic video-conferencing platform for the opening of the certified email (PEC) A/ENVELOPE A and verification of the administrative documentation.

The evaluation of the technical tenders will take place in one or more closed sessions, either in person or remotely via an electronic video-conferencing platform, by the Evaluation Committee referred to in Article 7. The proceedings of the Evaluation Committee will be duly recorded in the minutes, stating the reasons supporting the evaluations carried out.
Furthermore, as already indicated in Article 7, the financial bid will be evaluated in a public session, once the Evaluation Committee has completed its assessment of the technical bids.

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For any questions or clarifications regarding the submission of the tender, enquiries may be made EXCLUSIVELY by email, with the subject line "REQUEST FOR INFORMATION: SELECTION TENDER FOR ENTE ESECTORE REG.1144", to:

- **segreteria@viniabruzzo.it**

Replies will be provided exclusively in writing.

Requests for clarification must be received by 14 DECEMBER 2026 at 12.00.
Any verbal requests or those submitted by means other than those specified will not be considered.
Communications from the Consortium will be sent by certified email (PEC) or to the email address provided in Annex 2 DGUE, in the case of foreign tenderers who do not have a PEC address

12.LABOUR COSTS

12.1. 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.

12.2. Consortium's Estimate

Labour costs must be consistent with the activities of each individual Work Package (WP) and comply with the obligations set out below

12.3. Obligations of Economic Operators

Participating economic operators have the following obligations:

1. **Separate specification:** They must specify the amount of **their labour costs** in their Financial Envelope
2. **Relevant National Collective Labour Agreements (CCNL):** The cost of employees must be determined in accordance with **the national collective labour agreements (CCNL)** applicable to the sector and the geographical area where the work is to be carried out, as in force on the date of submission of the tender, ensuring compliance with the mandatory minimum wage requirements.

13. REQUEST FOR ADDITIONAL DOCUMENTATION

13.1. Procedure for the Submission of Additional Documentation

The Consortium reserves the right to request that economic operators complete, supplement or rectify administrative documentation or declarations that are incomplete, inaccurate or irregular,

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provided that this does not prejudice the integrity or substance of the technical and financial tender.

13.2. Time Limits and Procedures

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 (PEC), for the submission of supplementary documentation.

13.3. Exclusions

Failure to rectify the required documentation within the allotted time limit will result in the economic operator's exclusion from the selection procedure.

Requests for supplementary documentation to rectify omissions, inaccuracies or irregularities relating to the following are not permitted:

- The essential elements of the technical tender;
- The essential elements of the financial tender;
- Documentation demonstrating that a tenderer does not meet the admission criteria;
- The Single European Tender Document in the facsimile format set out in Annex 2, in relation to the absence of grounds for exclusion.

Deficiencies in any formal element of the application, and in particular the absence, incompleteness or any other material irregularity in the elements – excluding those relating to the substantive content of the financial proposal and the technical proposal – may be rectified through the supplementary submission procedure referred to in this article.

A material irregularity may be rectified provided that it is not accompanied by a substantial failure to meet the requirement which the omitted or incorrectly submitted documentation was intended to demonstrate.

Subsequent correction or supplementation of documentation is permitted where it serves to confirm the existence of pre-existing circumstances, namely the requirements for participation and the documents or elements supporting the tender.

Specifically, the following rules apply:

- failure to meet the prescribed participation requirements cannot be remedied by supplementary documentation and constitutes grounds for exclusion from the tender procedure;
- the omission, incompleteness or irregular submission of declarations regarding the fulfilment of participation requirements, and any other omission, incompleteness or irregularity in the application, may be rectified, with the exception of false declarations;
- failure to submit supporting documents for the tender or to meet the conditions for participation in the tender, where these are relevant to the tender process, may be remedied only if they existed prior to the deadline for submission of the tender and can be substantiated by evidence with a certified date preceding that deadline;
- A failure to sign the application for participation, the required declarations or the tender may be rectified.

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In any event, deficiencies in the documentation which do not allow the content or the person responsible for it to be identified constitute fundamental irregularities that cannot be remedied.

Should the deadline pass without a remedy being provided, the tenderer will be excluded from the procedure.
Where a tenderer submits declarations or documents that are not fully consistent with the requirements, further details or clarifications may be requested, limited to the documentation submitted during the supplementary submission phase, with a deadline set under penalty of exclusion.

14. WORKING GROUP

The working group specified in the tender may not be altered, either in terms of the total number of members or the identity of 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 specified in the tender. Replacement will only be permitted if the proposed replacements have a CV that is comparable to, or more qualified than, that of the persons being replaced.
Any replacement or alteration to the working group without the client's consent shall constitute grounds for termination of the contract.
The contractor shall bear all statutory insurance and social security costs, undertakes to comply with current regulations on health and safety at work and the remuneration of employees and, in general, undertakes to fulfil all obligations arising from laws, regulations, collective agreements and supplementary company agreements relating to employment relationships, in relation to all persons carrying out activities on its behalf, whether as direct employees or on a casual basis, under contracts of any nature.
The contractor assumes full liability for any damage or injury that may be sustained by, or caused by, such persons whilst carrying out any activity, directly or indirectly, relating to the services covered by this procedure.

15. OBLIGATIONS OF THE SELECTED IMPLEMENTING BODY

Following the conclusion of the agreement with REA regarding the Programme submitted under the AGRIP-MULTI Multiple Programmes Call for Proposals – 2026 of Regulation (EU) No 1144/2014, Delegated Regulation (EU) No 2015/1829 and Implementing Regulation (EU) No 2015/1831, and following the signing of the relevant contract, the implementing body shall be responsible for the following:

- the provision of the services covered by the contract, in agreement and collaboration with the Consortium and subject to full and unconditional acceptance of the contents of these tender specifications;
- providing adequate and timely information on the implementation of programme activities and the achievement of the relevant deliverables and outputs;

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- compliance with all provisions contained in these tender specifications, even if not specifically referred to in this article, and 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 by-laws), with particular regard to those relating to health and safety and, in any event, pertaining to the subject matter of the contract and its performance;
- the Implementing Body shall assume full technical and financial responsibility for the actions referred to in Articles 3 and 5, including responsibility for their compliance with current European Union legislation and the applicable competition rules;
- the Implementing Body shall oversee the administrative and financial monitoring of the programme, including the keeping of records and supporting documents, the submission of deliverables and the preparation of action- s and payment claims, as well as the collection and retention of supporting documents and materials;

The Implementing Body must:

- for a period of 5 years following payment of the final balance, keep records and retain supporting documents in order to demonstrate the correct implementation of the action and the costs declared as eligible;
- if any audits, inspections, investigations, disputes or legal proceedings are ongoing under the agreement, keep the records and supporting documents until the conclusion of such procedures;
- to make the above-mentioned documentation available on request or in the context of audits, financial reviews or investigations;
- make available to the Consortium all documentation produced during the provision of the service, as well as all data processed, used or collected in the course of carrying out the activities, including the data necessary for a proper assessment of the programme's effectiveness, in accordance with the relevant regulatory framework, and all information necessary for the preparation of periodic and final reports;
- retain the original documents.

16. CONFIDENTIALITY AND THE GDPR

The successful tenderer shall not, either directly or indirectly, for its own benefit or that of third parties, make use of the mandate entrusted to it or of any information it becomes aware of in connection therewith, even after the expiry of the contract.
To this end, the successful tenderer must not disclose, communicate or disseminate any information or data of which it becomes aware whilst carrying out the activities.
The successful tenderer undertakes to comply, in the performance of the activities covered by this procedure, with all the principles contained in the applicable regulatory provisions relating to the processing of personal data, and in particular those contained in Legislative Decree No. 196/2003, as amended and in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European General Data Protection Regulation (hereinafter also referred to as the 'GDPR'), and to ensure that personal, financial, statistical, personal details and/or of any other kind, of which it becomes aware as a result of the services provided, however

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acquired, are treated as confidential and processed as such, whilst 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 accordance with the relevant legislation.
The successful tenderer undertakes to use the aforementioned data and information exclusively for the purposes and within the scope of the activities set out in these tender specifications.

17. PREVENTION OF CONFLICTS OF INTEREST AND THE PRINCIPLE OF IMPARTIALITY

17.1. Regulatory Framework and Principle of Impartiality

The Consortium shall take all appropriate measures to prevent, identify and resolve situations of conflict of interest, in accordance with Article **16 of Legislative Decree 36/2023, applied by analogy,** and the principle of **impartiality** required by EU regulations.
It is strictly prohibited for Economic Operators (EOs) to have carried out, directly or indirectly, any preparatory work for the tender, including the drafting of parts of the Programme, so as not to influence its outcome, results or management.

17.2. Definition of a 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 Evaluation Committee, Project Manager) or a participating economic operator has, directly or indirectly, **a financial, economic or other personal interest** that could be perceived as capable of influencing their impartiality and independence in the context of the selection procedure.
The following are included in the definition, by way of example:

a) Family relationships or relationships by marriage.
b) Cohabitation or regular socialising.
c) Significant past or present economic or commercial relationships.
d) Employment or collaborative relationships, even if occasional, which could result in an undue advantage.
e) **Economic/Financial Interest:** The existence of a financial, economic or other personal interest which could be perceived as capable of influencing impartiality in the selection procedure or during the implementation phase.
f) **Community Ties:** The 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.

17.3. Preventive Measures and Disclosure Obligations

A. For the Executing Body (EB) – Economic Operator:

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The EO is obliged to declare, when submitting its tender, via Annex 2 DGUE and Annex 1:

1. That it has not carried out **any preparatory work** for the tender whilst remaining a third party.
2. That it is not in any situation of conflict of interest, as defined in point 17.2.
3. The obligation to extend this declaration to its employees, partners, directors and key collaborators involved in the Programme.
4. **Extension to Subcontractors:** The OE undertakes to impose on **all subcontractors**, at any level of the supply chain, the same obligations to declare the absence of a conflict of interest and their status as third parties. The OE must obtain and forward to **the Consortium** the declaration of absence of a conflict of interest from 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 that there is no conflict of interest with any of the participating OEs.
2. Withdraw immediately from the procedure and request replacement in the event of an established or potential conflict of interest.

17.4. Consequences

The identification of a conflict of interest or a breach of the principle of impartiality, which has not been declared or 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 by analogy in the case of serious professional misconduct), for conduct likely to influence the Consortium's decision and for breach of the principles of fairness and good faith
   The successful economic operator shall be liable for any breach committed by a subcontractor as if it had been committed by the operator itself.
2. **For internal staff:** The adoption of the disciplinary and administrative measures provided for in the Internal Regulations

18. FAILURES TO COMPLY AND TERMINATION

The Consortium is entitled to monitor and verify the proper performance of the service with the assistance of representatives chosen at its discretion.
Furthermore, the Consortium is entitled to object to services provided that do not comply, in whole or in part, with the requirements of the tender specifications or the tender submitted.
In the event of a dispute, it may require the supplier to replace any staff deemed unsuitable for carrying out the services.

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In addition to the provisions of Article 1453 of the Civil Code regarding breaches of contractual obligations, the contract shall be terminated, in accordance with and for the purposes of Article 1456 of the Civil Code, subject to a claim for damages in the following cases:

- in the event of the assignment of all or part of the contract;
- in the event of a breach of data protection and confidentiality obligations of such a serious nature as to preclude the further performance of the contractual obligations;
- in the event of serious, duly established breaches of safety regulations and any other obligations arising from employment relationships in accordance with current legislative provisions (in particular with regard to the validity of the DURC, etc.), as well as for failure to fulfil contractual or statutory 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 an unjustified suspension of the service;
- in the event of serious failure to fulfil the contracted services provided for in the programme and other obligations arising from these specifications and/or the contract and/or the timetable, as well as for non-compliance with the project guidelines submitted and any supplementary instructions regarding the quality of the service, previously notified in writing by the Consortium and not resolved within the specified time limit;
- in the event that the Contracting Entity is subject to insolvency or similar proceedings imposed by the competent authorities which restrict its financial and operational capacity;
- in any event, in the event of a breach of the applicable regulatory provisions.

Any failure to raise objections and/or previous instances of non-compliance in respect of which the Consortium has not chosen to invoke the clause referred to in this article, and/or acts of mere tolerance in the face of previous breaches by the contractor of any nature, shall not be construed as a waiver of the right to invoke said clause.
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 Executing Body for any expenses in excess of those it would have incurred had the Contract been duly performed.
In any event, in the event of termination, the Executing Body shall be entitled solely to reimbursement of the costs and work actually carried out up to that point.
The Consortium shall also be entitled to defer payment of any balance due on the basis of the final settlement account until the amount of the damages which the Contracting Entity is required to compensate has been quantified.

19. RELATIONS WITH THE CONSORTIUM AND COMMUNICATIONS

19.1. Contract Management

The Consortium, through the Sole Project Manager (RUP) and the Contract Implementation Manager (DEC) – if appointed as a person other than the RUP – shall be the sole point of contact for the successful Contracting Entity (the Supplier).
All dealings, requests for clarification, authorisations, reporting and communications relating to the performance of the service must be channelled through the RUP or the DEC.

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19.2. The Supplier's Obligations to Provide Information

The Contractor is obliged to:

1. Immediate Reporting: Promptly notify the RUP/DEC in writing of any circumstance or event (unforeseen circumstances, delays, force majeure) that may affect the correct, timely or safe performance of the activities set out in the Programme.
2. Single Point of Contact: Maintain a single, qualified point of contact, fluent in Italian, for all dealings with the Consortium.
3. Audits: Grant the RUP/DEC, or persons delegated by them, access to its offices and to the technical and administrative documentation relating to the Programme for the purposes of in- monitoring and auditing, in accordance with the reporting deadlines required by EU Regulations.

19.3. Methods of Communication

All official and formal communications between the Consortium and the Executing Body must be made in writing, via Certified Electronic Mail (PEC) or another equivalent certified email system, or by registered post with acknowledgement of receipt

20. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

20.1. Assignment of the Contract

The assignment of the Programme implementation contract to third parties, even in part, is prohibited.
Any transfers resulting from corporate reorganisation (merger, demerger, transfer of a business unit) shall be subject to specific written authorisation from the Consortium, subject to verification that the successor entity continues to meet all qualification requirements.

20.2. Subcontracting

The Economic Operator is required to carry out 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 observed and the following clauses are complied with:

1. **Indication in the tender:** The Economic Operator must declare, at the time of submitting the tender, the services or categories of work that it intends to subcontract to third parties.
2. **Mandatory authorisation:** Outsourcing to third parties is permitted only subject to prior written authorisation from the Consortium for each subcontractor and for the specific activities concerned.

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The Consortium reserves the right to verify that there are no grounds for exclusion and that the subcontractor meets the required criteria.

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:** Subcontracting to third parties is permitted in accordance with the provisions of the EU Regulations and the relevant Guidelines applicable to the Programme.
   There is no maximum limit on the proportion that may be subcontracted, unless otherwise specified by specific legislative or regulatory provisions.
5. **Cascading subcontracting:** Further subcontracting to third parties 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.

20.3. Traceability Requirements

The provisions concerning the traceability of financial flows (Law 136/2010, as amended) apply to the Economic Operator and to all subcontractors, at any level, and any breach shall result in the termination of the contract.

20.4. 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 prospective subcontractor, in particular where the subcontract constitutes a significant part of the contract.
Should such documentation not be provided, or should it be deemed unsuitable, the subcontract shall be considered unauthorised.

21. INSPECTIONS

The Consortium is entitled to monitor and verify the proper performance of the service with the assistance of representatives chosen at its discretion. As the contract is funded by European Union resources, checks may be carried out by the relevant European Union services and/or national authorities.

22. CONTRACTUAL COSTS

Any stamp duty, contract drawing-up, registration fees and any other ancillary costs relating to the works contract shall be borne 50 per cent by the successful tenderer and the remaining 50 per cent by the Consortium.

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23. TRANSPARENCY AND THE RIGHT TO INSPECT DOCUMENTATION

23.1. 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).

23.2. Right of access

Economic operators who have taken part in the procedure have the right to inspect and obtain a copy (provided this is compatible with measures to protect confidentiality and technical secrets) of the documentation relating to the selection and evaluation stages.
This right may be exercised for the purpose of:

- Verify the correct application of the procedures set out in these Specifications and in the Invitation to Tender.
- Inspect the outcome of the tender evaluation, following the conclusion of the phase verifying the successful tenderer's eligibility.

23.3. Restrictions on access

The right of access may be exercised subject to the following restrictions:

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

23.4. Procedure for Exercising the Right

The request for access must be submitted in writing to the Project Manager and must specify the documentation to which access is sought.
The Consortium will respond to the request within a maximum of ten days of receipt, setting out the arrangements and the date for inspecting or receiving the documentation.
Access to the documentation relating to the procedure is granted in accordance with the provisions governing the right of access to administrative documents, as follows:

- Access is deferred in relation to
  a) the list of parties who have submitted tenders, until the deadline for the submission of tenders has expired;
  b) tenders, until the contract has been awarded;
  c) the procedure for verifying irregularities in tenders, until the contract is awarded.

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- Access is prohibited in relation to
  d) information provided as part of the tender or in support thereof which, according to a reasoned and substantiated declaration by the tenderer, constitutes technical or commercial secrets;
  e) to the confidential reports of the project manager and the acceptance body concerning the queries and reservations raised by the contractor.

In relation to the case referred to in paragraph (d), the tenderer is permitted access for the purpose of defending their interests in court in relation to the contract award procedure.

24. DISPUTES

For the resolution of any disputes that may arise during the performance of the service, which cannot be settled summarily by the contracting parties, the competent court shall be that of Chieti, in accordance with the forms and procedures laid down by law.

25. PROPERTY AND USAGE RIGHTS

The ownership rights and/or rights of use and economic exploitation of the documents prepared or produced by the Executing Body through its employees and collaborators within the scope of or in connection with the performance of this service shall remain the exclusive property of the Consortium, which may therefore, without any restriction, publish, disseminate, use or reproduce such intellectual works or material.
These rights, pursuant to Law No. 633/41 'Protection of copyright and other rights granted in connection with its exercise', as amended and supplemented by Law No. 248/00, shall be deemed to have been assigned, acquired and licensed on a perpetual, unlimited and irrevocable basis.

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 registration of such rights in favour of the Consortium in any public registers or lists. The Implementing Body undertakes to comply with current legislation governing the collection and processing of personal data and the protection of databases.

26. DATA PROCESSING

In accordance with Regulation (EU) 2016/679 (GDPR), we hereby inform you that the data collected is intended for the selection of the contractor and that the provision of such data is

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optional; however, any tenderer wishing to participate in the procedure or be awarded the contract must provide the Consortium with the documentation required by current legislation. The data subject's rights are those set out 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 disclosed to Consortium staff responsible for the procedure and to any other party with an interest therein.
In particular, with regard to the process established by this procedure:

a) the purposes for which the data collected are held relate to verifying the eligibility of tenderers 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 on magneti , even after the establishment of any contractual relationship, for the purposes of that relationship;
c) the provision of the requested data is mandatory, failing which the tenderer will be excluded from the tender;
d) the individuals or categories of individuals to whom the data may be disclosed are: 1) the Consortium's staff; 2) tenderers participating in the public tender session; 3) any other individual with a direct and legitimate interest;
e) the rights of the data subject are those set out in Articles 15 to 22 of the GDPR, to which reference is made;
f) The data controller is the Consortium and the data processor is the President

The data controller is the Consortium pursuant to Article 28 of the European General Data Protection Regulation ("GDPR"), as well as the Italian legislation transposing the GDPR.

For any further information on this matter, please refer to the "Notice on the processing of customers' personal data" issued by the Consorzio Tutela Vini d'Abruzzo by emailing segreteria@vinidabruzzo.it

27. SOLE PROJECT MANAGER

The sole project manager pursuant to Article 15 of Legislative Decree 36/2023 is Nicodemi Alessandro.

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