

**TECHNICAL SPECIFICATIONS AND PROCEDURE FOR SELECTING THE IMPLEMENTING BODY FOR THE PROGRAMME FOR INFORMATION PROVISION AND PROMOTION OF AGRICULTURAL PRODUCTS ON THE INTERNAL MARKET**  
**ITALY FRANCE GERMANY SPAIN**

*Approved by the Board of Directors of the Consorzio per la Tutela del Franciacorta by resolution of 12 December 2023*

**1 Introduction and preliminary information**

**The Consorzio per la Tutela del Franciacorta**(hereinafter the Contracting Authority), with headquarters in ERBUSCO (BS) - 25030 Via G Verdi 53 , P. VAT 01734110982 in partnership with the **Groupement Qualité Huîtres Marennes Oléron - GQHMO** (FRANCE) intends to present an **information and promotion programme for a three-year period (2025 - 2026 - 2027)**, on the internal market, based on the EU Regulation no. 1144/2014 of the European Parliament and of the Council **AGRIP-MULTI-2024-IM-SUSTAINABLE target countries: ITALY - FRANCE - GERMANY – SPAIN** and therefor:

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Pursuant to the reference articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831, a **call for tenders is launched for the selection, by means of an Open Competitive Procedure, of an Implementing Body** in charge of 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 2024. 1144/2014 of the European Parliament and of the Council - Call 2024** and which, will take place in the following target countries: **ITALY - FRANCE - GERMANY - SPAIN** and will concern the following EU denomination products

<b>Product of origin recognition code - File number<sup>1</sup></b>	<b>Product</b>
PDO - EN - A1034	Franciacorta
PGI - FR - 0591	Huîtres Marennes Oléron

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

**It is hereby specified as of now that, since the present Call for Proposals is aimed at the execution of a promotional programme that has yet to be the subject of an application for a grant from the above funds, should the Consorzio per la Tutela del Franciacorta not be among the proposing organisations selected within the scope of the aforementioned Call for Proposals, the awarding of the services covered by the present tender shall be considered null and void. In this case, therefore, no obligation shall remain with the Consorzio per la Tutela del Franciacorta, which shall not be subject to any request for reimbursement or claim for damages.**

The proposal submitted by the selected operator will be used by the Consorzio per la Tutela del Franciacorta

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

for the submission of the grant application under the Call for Proposals "Multiple Programmes- **AGRIP-MULTI-2024-IM-SUSTAINABLE** Reg. EU 1144/2014.

In the event of the European Commission's refusal to approve the programme on call 2024, the proposing organisation reserves the right to re-submit the project designed in collaboration with the selected implementing body in the framework of one or more official calls for proposals of the European Commission no later than August 2025

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

## 1.1 Legal framework

The framework of essential legal references for the implementation of the Programme and this procedure includes:

- **Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014** on information provision and promotion measures for agricultural products on the internal market and in third countries and repealing Council Regulation (EC) No 3/2008;
- **Commission Delegated Regulation (EU) 2015/1829 of 23 April 2015** supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products on the internal market and in third countries;
- **Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015** laying down detailed rules for applying Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products carried out on the internal market and in third countries;
- **Work programme for 2024** in the framework of regulation (EU) No. 1144/2014
- **Tender Procedure Guidelines** Decree of the Director General Ministry of Agriculture, Food Sovereignty and Forestry DIQPAI - DGPQA - PQA Office V of 20/11/2023

The Consorzio per la Tutela del Franciacorta is **not a body governed by public law within the** meaning of Article 2(1)(4) of Directive 2014/24/EU and, therefore, as indicated in the aforementioned legislation, it is not required to apply the national rules transposing the European Directives on public procurement (in Italy, Legislative Decree 36/2023). However, the Consortium must carry out the selection of the Implementing Bodies through an open tender procedure in compliance with the principles of cross-border interest, transparency, publicity, impartiality, equal treatment of candidates, as well as the conditions indicated in the aforementioned Guidelines and Decisions of the European Commission and the Ministry of Agriculture and Food Sovereignty and Forestry .

Directive 2014/24/EU and Legislative Decree 36/2023 will, therefore, only be applied if and to the extent that they are expressly referred to in the tender documents (notice and technical specifications and annexes thereto).

The competitive procedure shall 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 envisaged with the purpose of the services requested and with their value, best value for money and absence of conflicts of interest.

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

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

## 2. Main project information

### Products being promoted:

Product of origin recognition code - File number <sup>2</sup>	Product
PDO - EN - A1034	Franciacorta
PGI - FR - 0591	Huîtres Marennes Oléron

**Contracting Authority:** Consorzio per la Tutela del Franciacorta

**Target countries:** ITALY - FRANCE - GERMANY - SPAIN

### Target groups Italy - France:

- Influencers & Media
- Trade operators
- Consumers

### Target groups: Germany - Spain:

- Trade and media operators reached through participation in international trade fairs

### General Objective

The overall objective, as set out in the 2024 work programme, is to highlight the sustainability of EU agriculture, points out its beneficial role for the climate, the environment and animal welfare.

The final expected impact is to raise European consumers' awareness of the Union's sustainable farming practices, which are beneficial for the climate, the environment and animal welfare, and to improve the competitiveness and consumption of sustainably produced agri-food products in the Union, increasing their visibility and market share.

### Strategy:

The project aims to disseminate knowledge of the two protected designations, emphasise environmental sustainability and aim to create a set of favourable conditions for increasing the respective market demands. The activities should be mainly targeted at the Italian and French markets, where Franciacorta and Oysters respectively have the largest market shares, through a proposed promotional programme that includes both participation and international trade fairs and the organisation of activities/formats dedicated to sector operators, the press and influencers, as well as direct actions on final consumers.

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

For the TARGET countries Germany and Spain, the proposed promotional programme should include participation in international trade fairs such as Prowein Germany - Sea Food Expo Spain.

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

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

- ✓ WP 2 - Public Relations
- ✓ WP 3 - Website, social media
- ✓ WP 4 - Advertising
- ✓ WP 5 - Communication Tools
- ✓ WP6 - Events

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

**Programme duration:** 36 months (3 annual phases), with an indicative start date of 1 February 2025.

**Budget of the actions to be carried out by the Implementing Body:** it should be noted that those interested in participating in this call for tenders should submit an offer taking into consideration the **overall budget up to a maximum of € 3,264,492.00 VAT EXCLUDED in accordance with the law**, including the **costs related to the implementation of the project activities and the remuneration of the Implementing Body** (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while it does not include other charges that will be borne directly by the proposing organisations.

The indicative budget allocation to the target countries is as follows:

<b>Target Country</b>	<b>Amount (€)</b>
ITALY	€. 1.293.392,00
FRANCE	€. 1.481.426,00
GERMANY	€. 338.854,00
SPAIN	€. 150.820,00
<b>TOTAL</b>	<b>€. 3.264.492,00</b>

Please refer to section 5 below for further details.

## TECHNICAL SPECIFICATIONS

### 3 Object of the contract

#### 3.1 General Description of the Service

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

The Implementing Body must therefore ensure:

- the development of the work packages that make up the three-year programme, starting with the signing of the contract between the contracting body and the executing body;
- the operational implementation of the promotional actions and activities planned for the period established by the Programme, on the basis of the objectives set out in the communication strategy, including through the constant monitoring of the activities implemented and their effects;
- the financial-administrative management of the work packages that make up the Programme, including the periodic technical reports, the final technical report and all the documentation required for reporting.

The service must be characterised by qualified technical and operational support, a high quality of the products produced, and be distinguished by the innovativeness of the messages, of the tools with which they are conveyed and of the ways in which the reference targets are involved. The development and implementation of the agreed activities of the Programme must be carried out in a manner consistent with the general and specific objectives and the communication strategy, taking into account the Priorities and objectives of EU Reg. 1144/2014, ensuring a clear recognition of the Programme and its promoters.

#### 3.2 Method of execution

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

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

#### 3.3 Staff and Working Group

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

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

and propose projects consistent with this. In addition, the Implementing Body must provide for adequate monitoring of results.

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

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

#### **4 Duration of Service**

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

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

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

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

#### **5 Types of Activities and Initiatives in the Programme**

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

- WP 2 - Public Relations

- WP 3 - Website, social media
- WP 4 - Advertising
- WP 5 - Communication Tools
- WP6 - Events

The aim is to expand the presence of the promoted designations on the market ITALY, FRANCE, GERMANY and SPAIN

**Target groups Italy - France:**

- Influencers & Media
- Trade operators
- Consumers

**Target groups: Germany - Spain:**

- Trade and media operators reached through participation in international trade fairs

The following is an outline of the information and promotional activities that should make up the proposals submitted under this selection procedure.

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

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

The strategy is required to:

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

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

It is requested that the overall strategy identifies the geographical areas of the target market, giving reasons for the choice, bearing in mind what is stated in these specifications.

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

## WP 2 - Public Relations

### Continuous public relations activities

The public relations and press office activity must be developed with consideration of the various suitable media, consistent with the theme of the promotional campaign and the proposed overall strategy. In this project, the claim must refer to the **sustainability of the indicated quality products**.

The proposing operator is requested to describe how the press office will be organised and managed, with details of the proposed activities.

It is specified that the communication activity through a dedicated press office must have as its key objective the dissemination of the campaign's message by highlighting the products being promoted and the production territories with the aim of creating awareness and visibility among the target groups.

The campaign should communicate all the activities and events that will take place during the three-year programme period WP 6-7

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

## WP3 - Web site, social media

### Online Communication

#### WEBSITE

At the same time as the start of the project, it is requested that a website dedicated to the campaign be set up, ensuring integration with the beneficiaries' websites. This site will have to be updated throughout the duration of the project with the contents of the campaign. It is specified that the creation of the website will have to foresee, in addition to the creation of a specific landing page dedicated to the specific events of the promotional programme to properly inform the target groups, the construction of a mailing list.

#### SOCIAL CHANNELS

The website must be flanked by the most suitable social channels such as Fb and IG, Twitter, YouTube to improve product knowledge and positioning in target markets. A posting strategy on the social channels must be foreseen, therefore it is required to define an editorial plan for the social channels for the entire duration of the project. The social channels activated must include a specific campaign to promote the activities that will be carried out during the three-year programme period.

Social content will be reposted on the social channels of the beneficiary consortia by the consortia staff.

The website and dedicated social channels will include the creation of posts and stories, aimed at engaging consumers and operators, bloggers and influencers. **Specific objectives of the activity** are to increase interest, awareness and knowledge in consumers about **European sustainable agricultural products** and their characteristics, to spread direct news about the campaign and to create a community.

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

<b>WP4 - Advertising</b>
<b>Advertisement</b>
<p>ADV campaigns must be guided by the project strategy and press office and PR work. Advertising campaigns can be realised in traditional and digital media always referring to the overall project objective 'sustainability' and the event planning of WP6.</p> <p>With regard to advertising in the print media, participating entities are asked to submit their best proposal in terms of titles and channels, in order to achieve the expected results with respect to the set promotional objectives.</p> <p><i><u>The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities by providing in the economic offer the unit cost details for each proposed activity.</u></i></p>

<b>WP 5 - COMMUNICATION TOOLS</b>
<b>Information materials and merchandising</b>
<p>Promotional material is an essential support for all planned activities. The proposed visual for the programme should be visible on the information material below and will reach the participants of WP 2 and WP 6 activities. WP . The visual will also be depicted in the media of WP 3, WP 4, on dedicated stands at trade fairs and in-coming events.</p> <p>Promotional material should include, by way of example, information folders and gadgets, distributed to participants during the events and usable online that address the key messages of the project.</p> <p>Proposers are required to submit <b>at least two proposals complete with key message and key visuals</b>, accompanied by articulated rationales; these elements are required to express the key messages of the campaign.</p> <p>Proposals should be coherent with the overall programme strategy, integrate into the proposed communication ecosystem and be suitable for effective message delivery in the target countries.</p> <p>It is requested that the tone and style of the language be distinctive and consistent with the identity of the consortia and functional for communication to the different targets. The presentation of some indicative declinations of contents and main materials for the realisation of activities is also requested</p> <p><i><u>The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities by providing in the economic offer the unit cost details for each proposed activity.</u></i></p>

**WP6 - EVENTS**

*On the basis of the proposal, strategy and target identified, the best formulation of an event plan based on the following types is requested*

**6A: International Fairs**

It is requested to propose participation in a dedicated stand:

- on the German target market at Prowein
- on the Spanish target market at the Sea Food Expo in Barcelona

For the Italian and French markets you are required to propose participation in international trade fair events such as: SIAL - Vinexpo - Milan Wine Week...

Participation in trade fairs is required to communicate the key message of sustainability and the project basket, so the proposal must present a format for participation in the specified trade fairs that ensures this.

**6B: In-coming to home market Italy and France**

The products being promoted are produced in well-defined areas, two areas characterised by a unique territory and landscape, rich in history and traditions and with a focus on environmental sustainability. Given that the promotional programme is aimed at communicating the sustainability of the products, the organisation of events in the area of origin with operators and journalists from the target countries is considered of fundamental importance.

**6C: Workshops - seminars**

On the target markets of Italy and France, it is requested to propose a plan of events such as master classes, workshops - dedicated seminars. For each event, please detail the target, venue and format proposed.

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

## **SELECTION PROCEDURE FOR THE IMPLEMENTING BODY OF THE PROGRAMME**

### **6. Requirements for participation in the tender**

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

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

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

#### **6.1 No grounds for exclusion from participation in the tender**

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

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

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

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

#### **6.2 Economic and financial capacity requirements**

The economic operator intending to participate in this selection procedure: must have realised, in the five-year period 2018-2019-2020-2021-2022, a total turnover of not less than Euro 4,000,000.00 (in letters: Euro four million/00) net of VAT, as resulting from VAT declarations or equivalent tax in the EU;

- must enclose the declaration of the Banking Institute that the Economic Operator possesses the necessary financial means to guarantee the execution of the actions foreseen by the Programme (suitable bank references);
- must attach a copy of the latest approved balance sheet and/or VAT declaration;
- must enclose the CCIAA certificate or entry in a commercial register kept in the Member State where the economic operator is established.

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

### 6.3 Technical and professional capacity requirements

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

- having performed, in the five-year period 2018-2019-2020-2021-2022, services similar to those covered by the tender for a total amount of not less than Euro 3,000,000.00 (in letters: Euro three million/00) net of VAT;
- attach a list of the main services performed (company CV);
- enclose CVs of personnel employed in the execution of the Programme, if any, showing proven experience in services similar to those covered by the tender.

Similar services include (but are not limited to):

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

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

### 7 Selection Committee and Award Criteria

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

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

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

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

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

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

### 7.1 - Evaluation and quality of the technical offer

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

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

<b>TECHNICAL OFFER: MAXIMUM 85 POINTS</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Maximum score</b>
1.QUALITY OF THE TECHNICAL OFFER OVERALL STRATEGY	Quality of the articulation of the overall strategy and activities and their coherence with the specifications in the terms of reference of the Promotional Programme	Up to 5 points
	Ability to produce the expected results and achieve the project objectives	Up to 5 points
		<b>Maximum 10</b>
2.QUALITY OF THE TECHNICAL OFFER PROJECT ACTIVITIES	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 6 points
	Effectiveness and ability of the proposed and planned outputs to communicate the project message	Up to 6 points
	Quality of the graphic proposal and concept	Up to 6 points
	Quality of the proposal in identifying the target group and positioning in the target markets	Up to 6 points
	Quality of the working group dedicated to the management of project activities (CV evaluation of the working group dedicated to the implementation of individual project activities)	Up to 6 points
		<b>Maximum 30</b>
3.QUALITY OF THE TECHNICAL OFFER METHODOLOGICAL APPROACH	Congruence in the way actions are implemented and executed with respect to the way activities and initiatives are carried out under the Programme	Up to 15 points
	Adequacy of planning in terms of coherence with the objectives of the communication strategy and consistency with the planning timetable: in particular, coherence between the proposed timetable of activities and the effectiveness of the implementation of individual actions, also in relation to the professional resources involved	Up to 7 points
	Adequacy of control mechanisms to monitor the correct economic and financial execution of the project, the respect of the timetable and of the	Up to 7 points

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

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

not detectable	0
insignificant evaluation	0,1
barely sufficient evaluation	0,2
sufficient evaluation	0,3
evaluation between sufficient/adequate	0,4
discrete rating	0,5
rating between fair/good	0,6
good evaluation	0,7
rating between good/very good	0,8
excellent evaluation	0,9
excellent rating	1,0

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

## 7.2 - Evaluation of the economic offer

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

ECONOMIC OFFER: MAXIMUM 15 POINTS		
Evaluation element	Motivational criterion	Maximum score
ECONOMIC OFFER Max. 15 points	<b>Economic analysis:</b> Cost-effectiveness analysis of the proposed initiatives, according to market prices	Up to 7 points
	<b>Honorarium:</b> Evaluation of the appropriateness of the fee (expressed in man-days) requested by the economic operator bidding for the implementation of each action, based on the cost of each action and the expected benefits	Up to 8 points
<b>Maximum attributable score</b>		<b>15</b>

With regard to the **economic offer for activities** (maximum 7 points out of 100), the score will be awarded on the basis of the following formula:

$$\text{score "economic offer for activities" considered} = \text{Offer X} \times \frac{\text{Maximum bid}}{\text{Maximum bid}} \times 7$$

where:

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

With regard to the **economic offer for the participating economic operator's fee** (maximum of 8 points out of 100), the score will be awarded on the basis of the following formula:

$$\text{economic offer score for the economic operator's fee} = \text{Minimum \% fee} \times \frac{\text{Fee \% X}}{\text{Minimum \% fee}} \times 8$$

where:

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

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

No increased bids are allowed.

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

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

The award will be made in favour of the tenderer who has submitted a bid that meets all the mandatory minimum requirements and has achieved the highest overall score (technical bid score + economic bid score).

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

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

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

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

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

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

An award will be made even if only one valid tender is submitted, provided it is reasonable.

The Procuring Entity reserves the right not to proceed with the award of the contract if no tender is found to be convenient or suitable in relation to the subject matter of the contract.

The results will be communicated via PEC (certified electronic mail) to the participants and will be published on the website of the Consorzio per la Tutela Franciacorta

## **8 Presentation**

### **8.1 Proposal submission modalities and deadline**

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

- PEC through 3 different Certified Electronic Mail (CEM) messages as indicated below;
- Postal service or hand delivery with responsibility for delivery within the time limits set out in these specifications at the sender's expense, in **a closed envelope containing 3 envelopes equally closed and sealed with adhesive tape or other suitable means, containing the documentation in electronic format (CD or USB key) as indicated below.**

**PEC A/Envelope A - administrative documents drafted in English, which must contain:**

- a) application for participation in the procedure according to the model in Annex A, completed and signed by the legal representative;
- b) the required declarations according to the model in Annex B, completed and signed by the legal representative;
- c) identity document of the subscriber(s);
- d) declaration by the banking institution that it possesses the financial means necessary to guarantee the implementation of the actions under the Programme (appropriate bank references);

- e) CCIAA certificate or entry in a commercial register kept in the Member State where the economic operator is established;
- f) CV of the business operator(s) interested in participating (company CV);
- g) copy of the last approved balance sheet and/or VAT declaration

**PEC B/Envelope B - technical offer drafted in English, which must contain:**

- a) technical report containing a detailed description of the activities using the references indicated in the following chapter: METHODS FOR PREPARING THE TECHNICAL OFFER - PEC B.
- b) Key-visual and key message
- c) CVs of staff employed
- d) Chronoprogramme
- e) Annex C: containing the proposed activities in the individual WPs in English-Italian and French

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

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

**The documentation must be drawn up in Italian and English where required in the specifications, and must be submitted in electronic format - non-editable, printable PDF and file.xls - by PEC, by and no later than 23 February 2024 at 12.00 noon.**

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

PEC address to which proposals should be sent by the above-mentioned deadline:

**CONSORZIO@PEC.FRANCIACORTA.NET**

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

**Consorzio per la Tutela del Franciacorta**

**Via G Verdi 53**

**25030 ERBUSCO (BS)**

**ITALY**

**C.A. MARIA FOGAZZI**

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

**CALL FOR SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY TO IMPLEMENT PART OF THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS - TARGET COUNTRIES: ITALY-FRANCE-GERMANY-SPAIN**

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

- PEC A or ENVELOPE A - TARGET COUNTRIES:ITALY-FRANCE-GERMANY-SPAIN - ADMINISTRATIVE DOCUMENTATION - NOTICE OF SELECTION OF A BODY TO BE RESPONSIBLE FOR THE IMPLEMENTATION OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS
  
- PEC B or ENVELOPE B - TARGET COUNTRIES:ITALY-FRANCE-GERMANY-SPAIN - TECHNICAL OFFER - CALL FOR A SELECTION OF A BODY TO BE RESPONSIBLE FOR THE IMPLEMENTATION OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS
  
- PEC C or ENVELOPE C - TARGET COUNTRIES:ITALY-FRANCE-GERMANY-SPAIN - ECONOMIC OFFER - CALL FOR A SELECTION OF A BODY TO BE RESPONSIBLE FOR THE IMPLEMENTATION OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS

## **8.2 Manner of opening tenders**

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

Date **26 FEBRUARY 2024**

Time **9.30 a.m.**

Public session realised in presence or remotely via electronic videoconference platform for the opening of the PEC A/BUST A and verification of the administrative documentation.

The evaluation of the technical bids will take place in one or more reserved sessions remotely via electronic videoconference platform by the Selection Committee indicated in Article 7. The work of the Selection Committee will be duly recorded in minutes, indicating the reasons supporting the evaluations carried out.

Furthermore, as already mentioned in Article 7, the economic offer will be evaluated in a public session, after the conclusion of the evaluation of the technical offers carried out by the aforementioned Committee.

For any questions and/or clarifications regarding the execution of the offer, please contact us **EXCLUSIVELY** by e-mail at

- [direzione@franciacorta.wine](mailto:direzione@franciacorta.wine)

Which will be answered in writing only.

Any verbal requests or requests submitted by other means than the one indicated will not be taken into consideration.

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

## 9 Tender documents

### 9.1 Indications in respect of irregularities in the administrative documents - ENVELOPE/PEC A

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

### 9.2 Procedure for preparing the technical offer - ENVELOPE/PEC B

#### **ALL DOCUMENTATION MUST BE SUBMITTED IN ENGLISH AND TRANSLATED WHERE EXPRESSLY REQUESTED**

##### **A. Technical report** - MAX 30 FOLDERS (e.g. 30 WORD SHEETS - 30 SLIDE PPT)

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

#### **1. Overall strategy**

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

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

#### **2. Project Actions**

The economic operator must articulate its proposal by proposing types of activities and implementation methods that it considers most effective for the realisation of the project objectives using the indications below:

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

#### **3. Methodological approach and articulation of activities**

For each type of activity listed in the technical specifications, the specific interventions to be implemented to achieve the programme objectives must be described. The activities and related interventions must be

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

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

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

**The proposed key visual and content of the promotional messages must be suitable for the target markets in Italian, French, German and Spanish. In order to enable the commission to assess the content of the messages, they must be translated into ITALIAN and FRENCH.**

### **9.3 Method of preparation of the economic offer - ENVELOPE/PEC C**

#### **ECONOMIC OFFER**

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

**The economic operator's fee** should be highlighted.

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

TARGET COUNTRY	ITALY				.....				
ANNUALITY	YEAR XXXX				YEAR XXXX				
Activity description	Description of cost item	Number or quantity	Unit value	Total value	Description of cost item	Number or quantity	Unit value	Total value	Expected KPIs
WP 2 - Public Relations			€	€			€	€	
WP 2.1			€	€			€	€	
WP 2.2			€	€			€	€	
SUB-TOTAL WP 2 ACTIVITIES FOR YEAR 1			€	€			€	€	
ECONOMIC OPERATOR FEE WP2			€	€			€	€	
WP 3 - Web site; social media			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL ACTIVITIES WP 3 FOR YEAR 1			€	€			€	€	
ECONOMIC OPERATOR FEE WP 3			€	€			€	€	
WP 4 - Advertising			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL ACTIVITIES WP 4 FOR YEAR 1			€	€			€	€	
EOCNOMIC OPERATOR FEE WP 4			€	€			€	€	
WP 5 - Promotional Material			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL ACTIVITIES WP 5 FOR YEAR 1			€	€			€	€	
EOCNOMICAL OPERATOR FEE WP 5			€	€			€	€	
WP 6 - Events			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL WP 6 ACTIVITIES FOR YEAR 1			€	€			€	€	
EOCNOMICAL OPERATOR FEE WP 6			€	€			€	€	

			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL OVERALL ACTIVITY FOR YEAR 1 (WP 2 + WP 3 + WP 4 + WP 5 + WP 6 )			€	€			€	€	
SUBTOTAL GENERAL CONTRACTOR FEE FOR YEAR 1 (WP 2 + WP 3 + WP 4 + WP 5 + WP 6 )			€	€			€	€	
*A + B TOTAL ECONOMIC OFFER PER TARGET COUNTRY PER YEAR 1			€	€			€	€	

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

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

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

\*NB: THE TOTAL ECONOMIC OFFER must not exceed the total amount of this selection procedure (€ 3.264.492,00 excluding VAT).

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

In addition, the economic operator must provide in electronic form, the economic offer in both .pdf and .xls format.

## **10. Supplements in case of deficiencies**

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

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

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

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

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

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

## **11 Working Group**

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

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

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

## **12 Obligations of the Implementing Body**

The selected Implementing Body undertakes to cooperate with the contracting station in the drafting of the project to be submitted under the Call for Multiple Programmes Year 2024 of Reg. (EU) No. 1144/2014.

In the event of successful approval, following the conclusion of the agreement with AGEA of the Programme submitted under the Call for Multiple Programmes - AGRIP-MULTI - 2024 - IM - SUSTAINABLE of Reg. (EU) No. 1144/2014, Delegated Reg. (EU) No. 2015/1829, Implementing Reg. (EU) No. 2015/1831 and following the signing of the relevant contract, the Contractor/Implementing Body shall be responsible for the following

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

The Contractor/Implementing Body shall:

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

## **13 Confidentiality and non-disclosure**

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

The entity awarded the contract undertakes to comply, in the performance of the activities covered by this procedure, with all the principles contained in the regulatory provisions in force, relating to the processing of personal data and in particular those contained in Legislative Decree No. 196/2003 as amended. and in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also referred to as "GDPR") and to ensure that the personal, asset, statistical, personal and/or any other kind of information, of which it will become aware as a result of the services rendered, in whatever manner acquired, shall be considered confidential and treated as such, while at the same time ensuring the transparency of the activities performed.

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

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

### **Conflicts of interest**

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

### **15 Defaults and Termination**

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

- in the event of assignment of all or part of the contract;
- in the event of a breach of data protection and confidentiality obligations that is so serious as not to allow further continuation of the contractual obligations;
- in the event of serious infringements, duly ascertained, of safety regulations and any other obligations arising from employment relationships pursuant to the applicable regulations (in particular, with reference to the regularity of the DURC, etc.), as well as for failure to fulfil contractual or legal obligations, with regard to salaries, payments or social security and insurance payments to staff and collaborators employed in the service;
- in case of unjustified suspension of service;
- in the event of serious non-fulfilment of 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-observance of the project outlines submitted and of any supplementary indications regarding the quality of the service, contested beforehand in writing by the Tender Organisation and not terminated within the time allowed;
- if the executing body is subject to bankruptcy or similar proceedings restricting its economic and business capacity by the competent bodies;
- in any case, in cases of violation of the applicable regulatory provisions.

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

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

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

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

#### **16 Relations between the successful tenderer and the Administration of the Contracting Authority**

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

#### **17 Assignment and subcontracting**

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

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

If the parts to be subcontracted are not specified, subcontracting is prohibited.

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

In any case, subcontracting is permitted within the limits and according to the modalities indicated in Article 119 of Legislative Article 36/2023 ex Article 105 of Legislative Decree 50/2016 as amended and supplemented, insofar as applicable to this selection procedure.

#### **18 Methods of Payment**

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

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

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

### **19 Controls**

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

### **20 Contractual expenses**

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

### **21 Access to the documentation of the selection procedure**

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

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

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

### **22 Litigation**

For the settlement of all disputes that may arise in the performance of the service and that cannot be settled by the parties in the short term, the place of jurisdiction is Brescia, in the form and manner provided for by law.

### **23 Ownership and Utilisation Rights**

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

## **24 Data Processing**

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

In particular, with regard to the proceedings instituted by this procedure:

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

The data controller is Silvano Brescianini pursuant to Art. 28 of the European Data Protection Regulation ("GDPR") and Art. 29 of Legislative Decree no. 196/2003, as well as the Italian legislation adapting to the GDPR.

For any further information on the subject, please refer to the Consortium for the Protection of Franciacorta's 'Information on the Processing of Personal Data to the Customer' by e-mail to [info@franciacorta.wine](mailto:info@franciacorta.wine)

## **25 Sole Project Manager**

The sole person in charge of the procedure pursuant to Article 15 of Legislative Decree 36/2023 ed Article 31 of Legislative Decree 50/2016 is Gianluca Agati