

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 - GERMANY

Approved by the Board of Directors of the Consortium for the Protection of Balsamic Vinegar of Modena on 16/01/2024

1 Foreword and preliminary information

The Consorzio Tutela Aceto Balsamico di Modena (hereinafter the Contracting Authority), with registered office in MODENA (MO) - 41121 Via Ganaceto, 134 and administrative office in Modena, Via Ganaceto, 113, P. IVA 02163700368 in partnership with the **Consorzio Tutela Aceto Balsamico Tradizionale di Modena** intends to present, an information and promotion programme for a three-year period (2025 - 2026 - 2027), on the internal market to be based on the EU Regulation No. 1144/2014 of the European Parliament and of the Council **AGRIP- SIMPLE-2024-IM -EU QS target countries: ITALY - GERMANY.**

To this end

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Pursuant to the reference articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831, a **call for tenders 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** and which, will take place in the following target countries: **ITALY - GERMANY** - and will concern the following EU denomination products

Product of origin recognition code - File number¹	Product
PGI-EN-0430	Balsamic Vinegar of Modena PGI
PDO-IT-1565	Traditional Balsamic Vinegar of Modena PDO

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, as 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 Tutela Aceto Balsamico di Modena not be among the proposing organisations selected within the scope of the above Call for Proposals, the award 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 Tutela Aceto Balsamico di Modena, which shall not be subject to any claim for reimbursement or request for damages.

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

The proposal formulated by the selected operator will be used by the Consorzio Tutela Aceto Balsamico di Modena to submit the application for a contribution under the Call for Proposals "Simple Programmes - **AGRIP-SIMPLE - 2024 - IM - EU QS** 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
- **Call for proposals** published by REA on **18/01/2024**

The Consorzio Tutela Aceto Balsamico di Modena 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 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 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 execution of the service to identify a 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 ²	Product
PGI-EN-0430	Balsamic Vinegar of Modena PGI
PDO-IT-1565	Traditional Balsamic Vinegar of Modena PDO

Contracting Authority: Consorzio Tutela Aceto Balsamico di Modena

Target countries: ITALY - GERMANY

Target Groups

- Influencers & Media
- Trade operators
- Opinion Leader
- Consumers

General Objective

The overall objective, as set out in the work-programme 2024 and in the call for proposals, is to strengthen awareness and recognition of the quality schemes for the two products Balsamic Vinegar of Modena PGI and Traditional Balsamic Vinegar of Modena PDO by encouraging higher levels of recognition by European consumers of the logos associated with the quality schemes and greater awareness of the information these quality schemes are intended to provide. The programme should therefore increase awareness of the Union's quality schemes, improve the competitiveness and consumption of the products being promoted, optimise their image and increase their market share.

Specific objectives:

- Increase the recognisability of the products within the project target countries of the quality scheme by end consumers, opinion leaders, press and Ho.Re.Ca. retailers, large-scale retail trade through specific information and promotion actions;
- Raising awareness of European quality schemes and their recognisability in target markets: ITALY, GERMANY
- Increasing the perception of product value through the combination and/or inclusion in distribution channels of cultural and fashion products
- Increased consumption of the promoted products within the target countries through the Ho.Re.Ca. and large-scale retail trade channel.

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

In order to provide some useful elements for the formulation of the target market proposal below, some summary data on the target markets are provided

The following analysis data refers to Traditional Balsamic Vinegar of Modena PDO and Balsamic Vinegar of Modena PGI in the more general context of the GI market. In fact, the aim of the project is to educate consumers about the original product and the strategy is required to strengthen the relationship between the two PDO and PGI "Balsamic Vinegar of Modena" denominations in order to highlight their respective strengths and increase the attractiveness of GI products.

The Italian agri-food market is one of the backbones of the country's economy. After a 2020 marked by the Covid-19 pandemic and by the reduction of the market, the Italian PDO Economy sector made a clear recovery in the following two years with a leap of 11% is an all-time record for Made in Italy agrifood exports in 2023, which grew almost twice as fast as total Italian exports. According to data from the "ISMEA Report - QUALIVITA 2022", the PDO and PGI sector as a whole reached a total production value of € 19.1 billion in 2021 (+16.1% on an annual basis). These are record results that bring to 21% the contribution of the PDO and PGI sector to the overall turnover of the national agro-food sector, a picture that outlines a great driving force on the part of the PDO/PGI product chains, which have always been the expression of an economic heritage that by its very nature cannot be delocalised, involving 198,842 operators and 291 Consortia authorised by the Ministry. On the export front, PDO/PGI food and wine exports in 2021 reached € 10.7 billion (+12.8%), for a weight of 21% in overall Italian food exports, a result that is the sum of a 'double record' with food at € 4.41 billion and +12.5% on an annual basis and wine at € 6.29 billion (+13.0%). In particular, double-digit growth was recorded for the main categories, from cheese (+15%) to balsamic vinegars (+11%) to meat products (+13%). The wine sector is driven by PDO wines (+16%).

Balsamic Vinegar of Modena PGI, the fifth product by production value in the PDO and PGI sector, is the first national PGI by export value (Source: Ismea-Qualivita Report 2022). With an annual production in 2022 of more than 95.2 million litres, a production value of just under 400 million euros and a consumption value close to one billion euros (Source: Ismea-Qualivita Report 2022), Balsamic Vinegar of Modena PGI is one of the most widespread Italian products of excellence in the world. Even today, however, this diffusion is countered by a lack of knowledge of the product's distinctive characteristics, starting from its link with the Modena area, through its history, production method and all the intrinsic peculiarities of the product to which the trademark refers. A lack of knowledge that is found in Italy but even more so in foreign markets, even those in which the product already has strong penetration, and that makes Balsamic Vinegar of Modena one of the products most subject to Italian sounding in the world today, second only to "ragù" and "Parmigiano Reggiano" (Report 2022 Assocamerestero and The European House Ambrosetti), but also to real cases of imitation and evocation both in Italy and in Europe and the world. The markets identified as the target of the campaign are the two most important for the Balsamic Vinegar of Modena PGI sector: Italy and Germany, which together account for a market share of more than 20%, an important figure in light of world exports to more than 130 countries. These are German and Italian markets in which, despite the large sales volumes, there is still little knowledge of the intrinsic characteristics of the product and, precisely because of the economic importance of these markets, there are still too many cases of evocations and imitations by producers attracted by the profits that poor consumer knowledge and the confusion created by similar products allow.

Traditional Balsamic Vinegar of Modena has been recognised and protected as a PDO product since 17 April 2000 and represents a very ancient production tradition in the Modena area. Production (in very limited quantities: approximately 145,000 100 ml bottles) is regulated by the relative 'Disciplinary' and guaranteed by the controls of the certification body appointed by the Ministry of Agricultural, Food and Forestry Policies (MIPAAF).

In economic terms, Traditional Balsamic Vinegar of Modena PDO has a consumer turnover of around 5 million euro and is today marketed, albeit in very limited quantities, all over the world.

The high economic value - the average price on the local market is between 500 and 1,000 euros per litre - for such a limited production is due to the long and extremely artisanal process that allows unique chemical-physical and organoleptic characteristics to be achieved.

The ABTM Protection Consortium represents over 80% of certified production; it performs the functions of quality defence, market promotion and also safeguarding the traditional and cultural heritage of Modenese products.

Despite its long tradition, knowledge of this product outside the Emilia Romagna region is limited to insiders such as chefs, journalists and food critics, and not at all extended to sophisticated consumers with a passion for food. Although in the Italian market the correlation with the geographical production area of Modena is more immediate, few consumers are aware of the specific ageing of this product (at least 12 and at least 25 years). Moreover, consumers often mistakenly think that the 'balsamic' produced by Modenese families in batteries of small barrels and stored in attics is Balsamic Vinegar of Modena PGI. It is a view that starts from an idea of the product 'Balsamic Vinegar' of which, however, only true connoisseurs know the history, origins and differences. This is why activities are also planned on the domestic market to inform and educate consumers who love quality products in a more targeted manner.

With regard to the German market, it has always been Europe's main economic driving force and is, at the same time, a major producer and exporter of food and beverages, and a major importer. With a total of 141 certified Foods and Wines, it is the number 6 country in Europe for PDO PGI TSG products, plus 36 IG Spirit Drinks, for a total of 177 Geographical Indications. On an economic level, according to the latest EU Commission estimates, the Geographical Indications sector in Germany is worth EUR 8.67 billion, with the agri-food products sector accounting for 61%, the wine sector for 37%, and the spirits sector for 2% (Source: Qualivita Foundation) The Italian-German interchange of agri-food products is very important in quantitative terms, considering that Germany is the leading export market for the Italian agri-food sector and is also a complementary interchange. German imports are mainly concentrated in the agri-food sector. Bilateral relations are also very intense and are nourished by a large and well-integrated Italian community in Germany, by contacts and relations of the highest quality, both on a cultural and academic level. Italian cuisine is highly appreciated by German consumers, who are among the largest visitors to our country, which is particularly interesting for the production of Balsamic Vinegar of Modena PGI and Traditional Balsamic Vinegar of Modena PDO, which can focus on increasing information and education activities on the product directly on site within the vinegar cellars, thus combining a unique experience that transfers historicity and ties with the territory, as well as a true understanding of the production methods and their peculiarities. Unlike Italy, in fact, in foreign markets the most immediate correlation for Traditional Balsamic Vinegar of Modena is with the world of luxury and highly sought-after gastronomic products. It is also true that both Balsamic Vinegar of Modena PGI and Traditional Balsamic Vinegar of Modena PDO are often confused not only with each other, but also with a more generic 'Balsamic Vinegar' or similar products. It is therefore a fundamental objective in this market to better communicate the two products, their history, origins, uses, to explain their close relationship and at the same time to highlight their differences and peculiarities, in a coordinated project that aims to strengthen knowledge of the PDO and PGI systems and the importance of certification as a guarantee of quality and safety for the consumer.

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

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

- ✓ WP 2 - Public Relations
- ✓ WP 3 - Website, social media
- ✓ WP 4 - Advertising
- ✓ WP 5 - Communication Tools
- ✓ WP 6 - 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 € 1.100.000,00 VAT EXCLUDED in accordance with the law**, including the **costs related to the implementation of the project activities and the remuneration of the 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 breakdown over the target countries is as follows:

Target Country	Amount (€)
ITALY	€. 550.000,00
GERMANY	€. 550.000,00
TOTAL	€. 1.100.000,00

Please refer to section 5 below for more details.

TECHNICAL SPECIFICATIONS

3 Object of the contract

3.1 General Description of the Service

The service consists of the implementation 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 periodic and final reporting.

The service must be characterised by qualified technical and operational support, a high quality of the products produced, and be distinguished by the innovativeness of the messages, of the tools with which they are conveyed and of the ways in which the reference targets are involved. 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 to 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 Organisation may also involve different and articulated modalities: meetings, telephone contacts, video calls, e-mail correspondence, exchange of materials and documents through online sharing systems. A coordination meeting with the entire team is requested from the selected executing body at least quarterly.

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 about what they learn in the course of their duties;
- d) guarantee the stability and continuity of the service under all circumstances, ensuring personnel quantitatively and qualitatively adequate to the needs and in compliance with the contents of the technical offer;
- e) comply, with regard to its staff, with employment contracts concerning wage, regulatory, social security and insurance treatment;
- f) provide for a Project Contact Person to attend monitoring meetings at the Contractor's premises (these will be held at intervals defined by the Contractor), to give operational support to the Programme activities;
- g) set up all possible means of communication to simplify the coordination, monitoring and control of the Programme.
- h) Provide an administrative project contact person to deal with the accounting aspects of the project costs and any second-level controls set up by the paying agency (Agea).

4 Duration of Service

The purpose of the service contract will be the performance of the activities indicated in these technical specifications, under the conditions set out therein, and will be signed following the signature, 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, GERMANY

Target groups:

- Influencers & Media
- Trade operators
- Opinion Leader
- Consumers

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 such a way as to achieve the objectives of the programme.

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 quality **and tradition of the indicated quality products**.

The proposing operator is requested to describe the methods of organisation and management of the press office with details of the proposed activities including the realisation of a minimum of 6 Press Events in total in the two target countries. It is specified that the communication activity through a dedicated press office must have as a key objective the dissemination of the campaign message by enhancing the productions being promoted and the territories of production with the aim of creating awareness and visibility among the target groups also through coverage in qualified national newspapers and television channels
The campaign should communicate all the activities and events that will take place during the three-year programme period WP 6

Indicative budget 260.000,00

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 or that alternative solutions be studied to ensure integration of the beneficiaries' sites and maximum visibility of the campaign. The dedicated website/pages will have to be updated throughout the duration of the project with the contents of the campaign.

SOCIAL CHANNELS

The website must be flanked by online communication on the social networks of the two partner consortia (FB and IG) to improve product knowledge and positioning in target markets. A posting strategy on the social channels is to be envisaged; an editorial plan for the social channels is therefore to be defined 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.

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.

Indicative budget 50.000,00

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

WP4 - Advertising
Advertisement
<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 and 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>A minimum allocation of 30% of the budget is required for online advertising.</p> <p>Indicative budget € 300.000,00</p> <p><i>The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities by providing in the economic offer the unit cost details for each proposed activity.</i></p>

WP 5 - COMMUNICATION TOOLS
Information materials and merchandising
<p>Promotional material is an essential support for all planned activities. The visual proposed for the programme should be visible on the information material below and will reach the participants of WP 2 and WP 6 activities. 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 at least two proposals complete with key message and key visuals, 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 realization of activities is also requested</p> <p>Indicative budget € 110.000,00</p> <p><i>The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities by providing in the economic offer the unit cost details for each proposed activity.</i></p>

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

For the Italian market, it is requested to propose participation in international trade fair events such as:

Tuttofood 2027 and Cibus 2026

For the German market, it is required to propose participation in international trade fair events such as:

Anuga 2027

In particular, participation in trade fairs is required to communicate the key message and the project basket, therefore the proposal must present a format for participation in the indicated trade fairs that ensures, among other things, the proper promotion of the two types of product. In particular, the stand and set-up should include interactive activities to involve the media and operators

6B: In-coming to home territory

The products being promoted are produced in well-defined areas, two areas characterized by a unique territory and landscape, rich in history and traditions and with a focus on environmental sustainability, each of which has its own identity and specific features. To give due importance to these aspects, it is requested to organise at least 1 incoming event per year per target country aimed at media and influencers, high-profile opinion leaders

6C: Workshops - seminars

On the target markets Italy and Germany, events such as masterclasses, workshops - dedicated seminars can also be proposed. For each event, please detail the target, venue and format proposed in consideration of the characteristics of the two products

Indicative budget € 380.000,00

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 associate 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 2.000.000,00 (in letters: Euro two million/00) net of VAT, as resulting from VAT declarations or equivalent tax in the EU;

- must enclose the declaration of the Banking Institute that the Economic Operator possesses the necessary financial means to guarantee the execution of the actions foreseen by the Programme (suitable bank references);
- must attach a copy of the last 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 2018-2019-20202021-2022, services similar to those covered by the tender for a total amount not less than Euro 1.100.000,00 (in letters: Euro one million one hundred thousand/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 organisation and incoming 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 for the performance of the assignment. These requirements must be possessed by the economic operator or by the temporary grouping of companies as a whole, except that 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 AWARDABLE 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 characterised by conciseness, concreteness and feasibility.

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 assessed as indicated in the following table

TECHNICAL OFFER: MAXIMUM 85 POINTS		
Criteria	Sub-criteria	Maximum score
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
		Maximum 10
2.QUALITY OF THE TECHNICAL OFFER - PROJECT ACTIVITIES	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 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
		Maximum 30
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 output and result indicators, and the quality and effectiveness of the modalities of implementation of the activities foreseen in the Programme	Up to 7 points

	Quality in project coordination (CV evaluation of the professional in charge of coordinating project activities)	Up to 4 points
	Specific experience of the implementing entity in managing programmes financed under Reg. 1144/2014	Up to 5 points
	Proposed additional services/activities improving the service	Up to 3 points
	Modalities of interaction/assistance provided to beneficiaries	Up to 4 points
		Maximum 45
Maximum score Technical offer		85

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

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

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

7.2 - Evaluation of the economic offer

The economic offer must be articulated 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	Economic analysis: Cost-effectiveness analysis of the proposed initiatives, according to market prices	Up to 6 points
	Honorarium: 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 9 points
Maximum attributable score		15

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

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

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:

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

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 the highest overall score (technical bid score + financial bid score).

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

In the event of a tied score for both the economic offer and the technical offer, a 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 Tutela Aceto Balsamico di Modena IGP as leader.

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, send 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 deadlines set out in these specifications at the sender's expense, in **a closed envelope containing 3 envelopes equally closed and sealed with adhesive tape or other suitable means, containing the documentation in electronic format (CD or USB key) as indicated below.**

PEC A/Envelope A - administrative documentation, which must contain:

- a) 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 Italian, which must contain

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

PEC C / 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 13 March 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:

consorziobalsamico@pec.it

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

Consorzio Tutela Aceto balsamico di Modena
Via Ganaceto, 113
41121 MODENA (MO)
ITALY
C.A. FEDERICO DESIMONI

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 - GERMANY

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

- PEC A or ENVELOPE A - TARGET COUNTRIES: ITALY- GERMANY

ADMINISTRATIVE DOCUMENTS - CALL FOR THE SELECTION OF A BODY TO IMPLEMENT PART OF THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS

- PEC B or ENVELOPE B - TARGET COUNTRIES: ITALY - GERMANY TECHNICAL OFFER - CALL FOR A SELECTION OF A BODY RESPONSIBLE FOR THE EXECUTION OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS
- PEC C or ENVELOPE C - TARGET COUNTRIES: ITALY- GERMANY - ECONOMIC BID - CALL FOR A SELECTION OF A BODY TO BE RESPONSIBLE FOR THE EXECUTION OF A PART OF THE INFORMATION AND PROMOTION PROGRAMME FOR 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 **14 MARCH 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.

Any questions and/or clarifications for the execution of the tender can be addressed EXCLUSIVELY by e-mail with the subject line "INFORMATION REQUEST TENDER SELECTION ENTITY REG.1144" to:

- **consorziobalsamico@pec.it**

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 permit the identification of their content or of the person responsible for them 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 ITALIAN 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 its identified target groups, 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 key visuals and content of the promotional messages must be suitable for the target markets in Italian and German.

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 GERMANY)

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				GERMANY				
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			€	€			€	€	
ECONOMICAL OPERATOR FEE WP 4			€	€			€	€	
WP 5 - Promotional Material			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL ACTIVITIES WP 5 FOR YEAR 1			€	€			€	€	
ECONOMICAL OPERATOR FEE WP 5			€	€			€	€	
WP 6 - Events			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
			€	€			€	€	
SUB TOTAL WP 6 ACTIVITIES FOR YEAR 1			€	€			€	€	
ECONOMICAL 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			GERMANY				
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Total	% fee
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 (€ 1.100.000,00 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 be remedied only if they existed in advance 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 on labour relations, in relation to all persons who work for the contractor, whether directly employed or on an occasional basis, with contracts of any kind.

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 AGRIP- SIMPLE - 2024 - IM - EU QS 2024 Call for Proposals of Regulation (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 Proposals **AGRIP- SIMPLE - 2024 - IM - EU QS** of Reg. (EU) no. 1144/2014, Delegated Reg. (EU) no. 2015/1829, Implementing Reg. (EU) no. 2015/1831 and following the signing of the relevant contract, the following shall be borne by the Contractor/Implementing Body

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

The Contractor/Implementing Body shall:

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

13 Confidentiality and non-disclosure

The successful tenderer may not make any use, either directly or indirectly, for its own benefit or 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, will 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.

14 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 the provisions of Article 24 of Directive 2014/24/EU and Article 16 of Legislative Decree 36/2023 former Article 42 of Legislative Decree 50/2016.

15 Defaults and Termination

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

- in the event of assignment of all or part of the contract;
- in the event of a breach of data protection and confidentiality obligations that is so serious as not to allow further continuation of the contractual obligations;
- in the event of serious infringements, duly ascertained, of safety regulations and any other obligation arising from employment relationships pursuant to the applicable regulations (in particular, with reference to the regularity of the DURC, etc.), as well as for failure to fulfil contractual or legal obligations, with regard to salaries, payments or social security and insurance payments to staff and collaborators employed in the service;
- in case of unjustified suspension of service;
- in the event of serious non-performance of the contracted services in accordance with the programme and other obligations arising from these specifications and/or the contract and/or the timetable, as well as for non-compliance with the submitted project outlines and any supplementary indications concerning the quality of the service, 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 Sole Project Manager (RUP) in the realisation of the service that is the subject of the contract, as well as the operational resolution of problems relating to particular requirements of the activities.

17 Assignment and subcontracting

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

Subcontracting is permitted within the limits and according to the modalities indicated in Article 119 of Legislative Decree 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 foreseen documentation, must be submitted to the contact personnel of the Procuring Organisation and to the Sole 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

Any stamp, stipulation, registration and any other ancillary expenses relating to the tender contract shall be borne 50% by the successful executing 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 in a short term by the contracting parties, the court of Modena shall have jurisdiction in the form and manner provided for by law.

23 Ownership and Utilisation Rights

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

24 Data Processing

Pursuant to Legislative Decree 196/2003 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also referred to as "GDPR"), 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 managing 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 Federico Desimoni

The data controller is Simone Rompianesi 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 'Information on the processing of personal data to the customer' of the Consorzio Tutela Aceto Balsamico di Modena by e-mail to segreteria@consorziobalsamico.it

25 Sole Project Manager

Sole Project Manager pursuant to Art. 15 of Legislative Decree 36/2023 ex Art. 31 of Legislative Decree 50/2016 is Federico Desimoni