



## TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE OF THE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS ON THE INTERNAL MARKET

### 1. Foreword and preliminary information

The **CONSORZIO DEL PROSCIUTTO DI SAN DANIELE** (hereinafter the Contracting Authority), with its registered office at **San Daniele del Friuli (UD), via Ippolito Nievo No. 19, VAT no. and Tax identification number 00220330302**, intends to submit an **Information and Promotion Programme for a three-year period (2025-2026-2027)**, under EU Regulation No. 1144/2014 of the European Parliament and of the Council, in particular at the next Call 2024 for simple programmes and therefore

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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 tender for the selection, by means of an Open Competitive Procedure, of an Implementing Body** in charge of the implementation of the actions (activities/initiatives) aimed at achieving the goals set out in the Programme to be submitted and which, in the event of a successful application, will be carried out in the following target countries: **ITALY - FRANCE - GERMANY** and will concern the following product with an EU designation

Product of origin recognition code - File number <sup>1</sup>	Product <sup>2</sup>
PDO-IT-0065	PROSCIUTTO DI SAN DANIELE PDO

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

It should be noted from the outset that, as this call for proposals is aimed at the implementation of a promotional programme which has yet to be the subject of an application for a contribution from the funds released (Regulation (EU) No. 1144/2014), should the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE not be among the proposing organisations selected under the above-mentioned Call for proposals, the award of the services covered by this tender will be considered null and void. A successful tenderer may not claim any right or expectation against the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE and may not be subject to any request for reimbursement or claim for damages.

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

The proposal drawn up by the selected operator will be used by the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE for the submission of the application for a contribution under the Call for proposals 2024 Simple programmes IM SUSTAINABLE- Reg. EU 1144/2014.

<sup>1</sup> Source: <http://www.dop-igp.eu/flex/cm/pages/ServeBLOB.php/L/IT/IDPagina/1>

<sup>2</sup> Source: <https://www.qualigeo.eu/>



## 1.1 Reference regulatory framework

The framework of essential **regulatory** 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 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 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 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 DIQPAL - DGPQA - PQA Office V of 20/11/2023
- **Call for proposals** published by REA on **18/01/2024**

The CONSORZIO DEL PROSCIUTTO DI SAN DANIELE **is not a Body governed by public law** pursuant to 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). The CONSORZIO DEL PROSCIUTTO DI SAN DANIELE must, however, 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 with the conditions indicated in the aforementioned Guidelines of the European Commission and the Ministry of Agriculture and Food and Forestry Sovereignty.

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 (call 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 for the purposes of the services requested and the value thereof, best quality-price ratio 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, able to 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 working group and the various professionals necessary and involved in implementing the service.



## 2. Programme Highlights

### Products being promoted:

Product of origin recognition code - File number <sup>3</sup>	Product <sup>4</sup>
PDO-IT-0065	PROSCIUTTO DI SAN DANIELE DOP

**Contracting Authority:** Consorzio del Prosciutto di San Daniele

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

**Topic:** AGRI- SIMPLE - 2024 - IM- SUSTAINABLE

### Target groups:

- Consumers
- Operators and employees in the traditional distribution, large-scale retail trade and Ho.Re.Ca sector
- Media workers (journalists, bloggers,)
- Consortium companies and their employees
- Stakeholders

### General goal:

The main goal of the information and communication programme to be presented by the Consorzio del Prosciutto di San Daniele, through its mission and activities, on the **TOPIC AGRIP-SIMPLE-2024-IM-SUSTAINABLE** "Information and promotion programmes to raise awareness of sustainable agriculture and animal welfare in the European Union", in line with CALL 2024 has the overall goal of highlighting the sustainability of European Union agriculture emphasising its positive role for the climate, the environment and animal welfare in order to increase European consumers' awareness of sustainable European Union farming practices that are favourable to the climate, the environment and animal welfare and to improve the competitiveness and consumption of sustainably produced agri-food products in the European Union, optimise its image and increase its market share.

### Specific goal:

The specific goal of the information and communication programme, consistent with the general goal identified above, will also be to commit to contributing to the achievement of the Sustainable Development Goals approved by the United Nations in 2015. Among the 17 SDGs defined by the 2030 Agenda, there are seven on which the Consortium has decided to focus its commitment, in order to generate benefits and sustainable development in the medium to long term.

Sustainability monitoring tools allow the consortium to progress along its own path, transparently showing results and sharing progress in the strategy.

In 2019, the Consortium presented the Excellence and Sustainability Model, thus representing its conscious commitment to the topic. The document emphasises the Consortium's rigorous and efficient operations supported by internal rules and external control systems that guarantee its reliability and independence.

In 2023, the model was updated, evolving through a materiality analysis that identified the main sustainability issues and defined their areas of intervention. In cooperation with the Consortium's internal functions, medium-

<sup>3</sup> Source: <http://www.dop-igp.eu/flex/cm/pages/ServeBLOB.php/L/IT/IDPagina/1>

<sup>4</sup> Source: <https://www.qualigeo.eu/>

and long-term goals were then established for each topic, together with the main initiatives to be implemented to achieve them.

The proposed activities must therefore support the path that the Consortium has undertaken to realise its **commitment to sustainability**; the Consortium has defined the topics that characterise the areas of development of its actions, planning its sustainable development path together with its stakeholders. In particular, the six materiality topics identified should be taken into consideration:

- 1) **Environmental impact:** The Consortium works to reduce the environmental impact of the industry in terms of energy efficiency and resource consumption. The topic is divided into two sub-topics: Energy and Emissions and Water and Waste Management.
- 2) **Circular Economy:** The Consortium promotes circular economy processes through the recovery operations of spent brine and solid salt, destined for alternative uses (road de-icing and tanning industry).
- 3) **Biodiversity:** The Consortium is active in the protection and enhancement of the San Daniele del Friuli area, including the Tagliamento river, in order to safeguard its intrinsic environmental value and the uniqueness of the factors that allow Prosciutto di San Daniele to be cured exclusively in this place.
- 4) **Nutrition and food safety:** The Consortium promotes the dissemination of healthy nutrition principles, respecting traditional production methods and disseminating the nutritional values of the product.
- 5) **Animal welfare:** The Consortium promotes the ethics of animal welfare throughout the production chain, involving stakeholders in awareness-raising and training activities to improve farming practices.
- 6) **Supply chain traceability:** The Consortium is committed to ensuring supply chain traceability through internal control tools (traceability system and procedures) that guarantee process reliability and product certification.

The types of eligible activities (**Work Packages - WP**) and the activities that must be included in the proposals, as described in detail in the technical specifications, are

- Public relations
- Web site and social media;
- Advertising and influencer marketing;
- Communication tools;
- Events;
- Promotion at points of sale.

**Programme duration:** 36 months (3 annual phases) with an indicative start date on March 1<sup>st</sup>, 2025

**Budget of the costs of the actions for the implementing body:** €3,057,000.00 plus VAT in accordance with the law.

It should be noted that those interested in participating in this call for tenders should submit a bid taking into consideration the overall budget of € 3,057,000.00 excluding VAT, which includes the costs for the implementation of the activities and the remuneration of the implementing body (economic operator's fee). 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.

Please refer to Chapter 5 below for more details.



## TECHNICAL SPECIFICATIONS

### 3. Subject 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 project development and implementation of the agreed parts of the three-year programme, starting with the signing of the contract and in coordination with the beneficiary;
- the operational implementation of the promotional activities planned for the period established by the Programme, on the basis of the goals set out in the overall strategy and aimed at achieving the expected results and impact, also through the constant monitoring of the activities carried out and their effects, always in constant coordination with the beneficiaries o;
- the financial-administrative management of the agreed parts of the Programme, including the periodic technical reports and the final technical report as well as all necessary reporting documents.

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The service must be characterised by qualified technical and operational support, a high quality of the products (outputs) and services realised and distinguished by efficiency and effectiveness. The development and implementation of the agreed activities of the Programme must be carried out in a way that is consistent with the general and specific goals and the overall strategy, taking into account the priorities and goals of EU Reg. 1144/2104, and ensuring a clear recognition of the Programme and the promoter, always in constant coordination with the promoter itself. Furthermore, the Service must ensure compliance with the procedures and rules laid down in EU Reg. 1144/2014.

#### 3.2 Method of implementation

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 group, including the choice of the companies to be subcontracted and the related cost estimates, must be agreed, shared and approved in advance by the Contracting Authority, according to professionally acceptable time schedules.**

The Implementing Body must ensure that one or more members of the working group are available for periodic monitoring meetings with the Contracting Authority, in order to provide operational support for the activities of the plan that need to be carried out in close coordination with the reference structure. The decisions and topics dealt with in such meetings shall be recorded in special minutes drawn up in a timely manner by the Implementing Body and approved by the Contracting Authority.

Coordination of activities and exchange of information with the Contracting Authority may take place by means of varied and different methods: telephone contacts, meetings, video calls, email correspondence, sharing and exchange of materials and documents, through online sharing systems. In any case, any variation in the implementation plans with respect to what has been previously agreed must be authorised in advance by the Contracting Authority in writing. The Implementing Body is prohibited from assigning, in whole or in part, the service of implementing the Programme, under penalty of nullity of the assignment itself.

Any suppliers of any activities related to or forming part of those envisaged in the Programme must be approved in writing by the Contracting Authority. The Implementing Body shall submit, well in advance, at least

two proposals with relevant quotations to the Contracting Authority of suppliers who are able to guarantee the same requirements of professional and financial ability and the commitments set out in point 6.2 below.

### 3.3 Staff and working group

The Implementing Body must ensure the performance of the entrusted services with integrated staff with legitimate employment relationships and who have the appropriate professional and technical requirements for the use and implementation of the Programme. The working group must be characterised by a flexible organisational approach in order to respond to variations and/or unforeseen events that may arise during the course of the activities.

Above all, the dedicated staff must possess a range of advanced skills in the following areas, listed by way of example but not limited thereto: communication, product/brand marketing, media buying, organisation of events and trade fairs, knowledge and experience of activities carried out in relation to the target country markets, foreign press office, project management, digital web and social management, etc. In particular, they must be able to define quantitative goals a priori and propose projects consistent with these. They must also provide for adequate monitoring of results.

The Implementing Body shall assume full and exclusive responsibility for the various employment relationships that in no way may be attributed to the Contracting Authority; the Implementing Body shall guarantee full compliance with all the contributory and tax obligations, as well as contractual obligations in general, also undertaking to observe all the rules on safety in the workplace and any other obligation arising from the aforesaid relationships deriving from the applicable provisions of law, relieving the Contracting Authority from any burden or responsibility in this regard.

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

- a) set up and make available an appropriate working group for the Programme, especially for communication actions given the project's topic of sustainability, in compliance with the participation requirements, which will be defined in agreement with the beneficiary;
- b) provide for a Programme Contact Person, in the role of Tender Manager with at least three years' experience, to attend monitoring meetings (these will have a frequency defined by the client), to coordinate and give operational support to Programme activities;
- c) agree and share all working group activities with the Contracting Authority;
- d) employ suitable staff of proven ability, honesty, morality and confidentiality, who shall maintain absolute secrecy about what they learn in the course of their duties;
- e) guarantee the stability and continuity of the working group and the service under all circumstances, ensuring quantitatively and qualitatively adequate staff to the needs of and in compliance with the contents of the technical bid;
- f) comply, with regard to its staff, with employment contracts relating to wage, regulatory, social security and insurance treatment;
- g) set up all possible means of communication to simplify the coordination, monitoring and control of the Programme;
- h) implement the Programme which will be drawn up and countersigned by the parties, in all its parts and in the manner and timeframe established therein, and also provided for in the Grant Agreement;
- i) provide all the documentation requested by the Contracting Authority, with particular reference to estimates (which must always be forwarded and shared in advance), contracts and expense documents of any suppliers of any activity related to or forming part of those envisaged by the Programme;



- j) always propose the quantitative targets they want to achieve with any given action;
- k) monitor ex post results by providing supporting reporting.

## 4. Duration of service

The contract relating to the service will be for the performance of the activities indicated in this notice, under the conditions set out therein, and will be signed after the Subsidy Agreement with the Member State and the Paying Agency (AGEA) has been signed by the Contracting Authority.

The contractor 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 time schedules indicated by the proposing party / contracting Authority. The service shall last for the duration of the Programme or and for a total of thirty-six months from the date of conclusion of the Agreement.

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## 5. Types of activities and initiatives in the Programme

The activities and initiatives that are to make up the Promotional Programme are similar to the classic information and promotion of high quality agricultural and food and wine products, taking into account the topics to be covered and the goals listed above, and fall into the following categories:

- WP2 - Public Relations;
- WP3 - Web site, Social media;
- WP4 - Advertising;
- WP5 - Communication Tools;
- WP6 - Events;
- WP7 - Point-of-Sale Promotion.

It should be noted that within the scope of the Programme some activities, which are detailed in greater detail below, will be carried out and managed directly by the Consorzio del Prosciutto di San Daniele through its own employees, in synergy with the Body that is the successful tenderer. More specifically:

- WP2 Italy - press office activities;
- WP3 Italy/France/Germany - social media (content creation, publication and moderation);
- WP 5 - materials (creative conception and realisation of the materials needed for the activities of WP 2 and WP 6).

### Target groups:

- Consumers
- Operators and employees in the traditional distribution, large-scale retail trade and Ho.Re.Ca sector
- Media workers (journalists, bloggers,)
- Consortium companies and their employees
- Stakeholders

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 economic operator, within and in compliance with the elements characterising the WPs below, has outline indications that must be respected, but is free to formulate, study in depth and improve the proposed actions, as well as to modify the relevant budget, in any case always in a way that allows the achievement of the Programme's goals.

N.B.: It is requested that the bid be accompanied by **implementation** guidelines **for each action of the Programme**, highlighting:

- ability to respond to the information needs of targets;
- communicative effectiveness of the message and content;
- ability to involve target actors;
- integration with the Consortium's existing communication ecosystem.

It is requested that the proposal be accompanied by information for the organisation and implementation of the actions also indicating any sub-suppliers, management methods and communication with the entity.

In addition, it is requested that the **proposal take into account the diversity of the three markets**, including providing specific/different declinations for each country, and that it activate, when possible, integrations and synergies of activities between the different target countries.

Finally, **for each WP developed**, an indication of the **expected results** and a **specification of the implementation methods** related to the characteristics of the individual country/market is required.

## WP2 - Public Relations

Press office activities in Italy: it should be noted that press office activities will be managed by the staff employed by the Consorzio del Prosciutto di San Daniele, therefore, it is requested that only one annual support activity be proposed, meaning:

1. support the organisation of a press trip (organisation and logistics, etc.) to San Daniele del Friuli to visit the production site, the territory and attend a presentation on sustainability actions.

Annual press office activities for France and Germany:

1. identify a selection of journalists and print media from the financial, gastronomic, environmental and sustainable sector;
2. maintain contacts and relations with journalists to stimulate in-depth reports and interviews,
3. adapt in language and disseminate press releases and the press kit;
4. monitor releases and produce a monthly press review;
5. organise (selection, engagement and invitation of participants, organisation of location and catering, equipment, etc.) a convivial PR event, together with a product tasting, for sector journalists to present the sustainability actions;
6. organise a press trip (selection, engagement and invitation of participants, logistical organisation, etc.) to San Daniele del Friuli for journalists from the sector to visit the production site, the territory and attend a presentation on sustainability actions.

The proposing operator is requested to describe some ideas for carrying out the described activities.

## THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY

**ITALY € 15,000.00**  
**FRANCE € 95,000.00**  
**GERMANY € 100,000.00**



<b>WP3 - WEBSITE, SOCIAL MEDIA</b>
Updating and maintaining the <a href="http://impegno.prosciuttosandaniele.it">impegno.prosciuttosandaniele.it</a> website. In addition to the routine maintenance and updating of content throughout the programme period, the homepage will need to be overhauled in the first year and the structure implemented with text pages and language adaptations.
<b>THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY</b>
<b>ITALY € 15,000.00</b> <b>FRANCE € 7,000.00</b> <b>GERMANY € 7,000.00</b>

<b>WP4 - Advertising</b>
Participants are asked to submit their best proposal in terms of developing activities to achieve the communication goals of the Programme, according to the following indications: <ol style="list-style-type: none"> <li>1. Sponsorship of about 25 social posts per year on three channels in Italy (Facebook, Instagram, LinkedIn);</li> <li>2. sponsorship of about 25 posts per year on two channels (Facebook, Instagram) in France;</li> <li>3. sponsorship of about 25 posts per year on two channels (Facebook, Instagram) in Germany;</li> <li>4. online communication campaign with advertorials, digital PR and display campaigns in web publications of the target sectors for each country for each year;</li> <li>5. press campaign (visual and advertorial format) for each country in each year in print media (newspapers, magazines) of the target sectors;</li> <li>6. influencer marketing activities: identification, contracting, management of creators, with treatment of topics in line with the programme for the realisation and dissemination of long-form videos / reels / podcasts on the main channels for each country each year;</li> <li>7. TV advertising activities for the insertion of promo-editorial content within news / current affairs programmes (quotes, interviews, short reports, etc.);</li> <li>8. advertising activities on external media (billboards, talking packaging, etc.).</li> </ol> <p>Please submit a detailed planning proposal for the indicated activities.</p>
<b>THREE-YEAR INDICATIVE BUDGET PER WP4 TARGET COUNTRY</b>
<b>ITALY € 410,000.00</b> <b>FRANCE € 330,000.00</b> <b>GERMANY € 360,000.00</b>

<b>WP5 - Communication Tools</b>
<ol style="list-style-type: none"> <li>1. Design and realise a key visual (one illustrated and one photographic) with relative adaptations in French and German consistent with the overall Programme strategy and in line with the previous Programme. The key visuals must be able to be integrated into the existing communication ecosystem of Prosciutto di San Daniele for effective transmission of the message. The tone and style of the language must be distinctive and consistent with the brand, the subject matter and functional to the communication of the content;</li> <li>2. production of an animated video for the visual representation of the programme contents, with declination in the three languages;</li> <li>3. production of thematic video documentaries/interviews with language adaptation (approximately 10/12 videos for the duration of the programme);</li> </ol>

4. production of a radio spot for WP 7 activities, with declination in the three languages;
5. translation of the textual content of promotional brochures.

The submission of at least two proposals with key message and key visuals, accompanied by articulated rationales for WP 5.1 is requested. Some references and ideas for the WP 5.2 and 5.3 videos.

### THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY

**ITALY € 138,000.00**  
**FRANCE € 25,000.00**  
**GERMANY € 25,000.00**

### WP6 - EVENTS

Plan and organise events for the dissemination of the programme actions, specifically

1. For Italy, an information workshop for the B2B target audience (media, experts, consortium members, organisations) for each year to be held in Rome or Milan in locations particularly in tune with the topic of sustainability and innovation;
2. Participation in events/trade fairs of national and international interest, including collateral ones to sector trade fairs, to promote and communicate sustainability actions to B2C and B2B targets for Italy, France and Germany.

Some innovative ways of participation and an overview of events suitable for WP 6.2 activities are requested.

### THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY

**ITALY € 125,000.00**  
**FRANCE € 80,000.00**  
**GERMANY € 160,000.00**

### WP7 - POINT-OF-SALE PROMOTION

1. Communication and information activities in or near points of sale through instore radio spots, posters, videowalls, proximity, etc. in the three target countries for the three years.

The proposer is asked to indicate at least two innovative proposals for communications monitoring of distribution points of sale.

### THREE-YEAR INDICATIVE BUDGET PER TARGET COUNTRY

**ITALY € 400,000.00**  
**FRANCE € 315,000.00**  
**GERMANY € 450,000.00**

## PROCEDURE FOR SELECTING THE IMPLEMENTING BODY OF THE PROGRAMME

### 6. Requirements for participation in the tender

#### 6.1 Non-existence of 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 pursuant to Directive 2014/24/EU, or grounds for exclusion related:

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

The non-existence of these grounds for exclusion must be attested by means of 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 standing requirements

An economic operator intending to participate in this selection procedure:

- must have achieved, in the five-year period 2018-2022, a total overall turnover of not less than Euro 3,500,000.00 (in letters: Euro three million five hundred thousand/00) net of VAT, as resulting from VAT declarations or equivalent tax in the EU;
- must enclose the declaration of a banking institution that the economic operator possesses the financial means necessary to guarantee the implementation of the actions envisaged in the Programme (suitable bank references);
- must attach a copy of the last approved financial statement and/or VAT declaration;
- must enclose the Chamber of Commerce 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 means of the attached declaration (Annex B), signed by the legal representative. These requirements must be possessed by the economic operator as a whole, or as an entity in a temporary grouping of companies.

#### 6.3 Technical and professional ability requirements

An economic operator (individual or in a temporary grouping of companies) wishing to participate in this selection procedure must:

- have performed, in the five-year period 2018-2022, 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 staff employed in the implementation 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;
- multichannel communication and PR activities;
- foreign press office activities and influencer marketing;

- advertising and media buying activities;
- event and incoming organisation activities;
- promotional activities in the food sector for the ho.re.ca. and large-scale retail trade markets;
- production of information material;
- production of promotional videos/radio spots.

Possession of these requirements must be attested by means of the attached declaration (Annex B) signed by the Legal Representative of the bidding economic operator and the submission of the CVs of the professional figures scheduled to carry out 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 authorised lead company must in any case possess the requirements and predominately carry out such services.

## Award Criteria

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

The qualitative aspects of the service and the financial bid will be taken into account jointly, so the total 100 points will be evaluated in the following order:

1) QUALITY OF THE TECHNICAL BID: max. 85 points	TOTAL AWARDABLE POINTS: max. 100 points
2) FINANCIAL BID: max. 15 points	

The Award Committee will proceed with the evaluation of the qualitative elements on the basis of the evaluation elements indicated in the table below.

The following criteria and their sub-criteria are established for scoring:

<b>TECHNICAL BID: MAXIMUM 85 POINTS</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Maximum score</b>
1. QUALITY OF THE TECHNICAL BID – OVERALL STRATEGY	Quality of the breakdown of the overall activity and consistency with the terms of the Tender Specifications and the Programme	Up to 5 points
	Ability to produce the expected results and achieve the goals of the programme	Up to 5 points
<b>Maximum points to be awarded</b>		<b>10</b>
2. QUALITY OF THE TECHNICAL BID - PROGRAMME ACTIONS	Creativity, effectiveness and innovation of the proposed communication tools (e.g. press event design, video production, advertising campaign proposals, event and incoming organisation, etc.)	Up to 25 points
	Quality of the graphic proposal and concept	Up to 14 points
	Quality of the working group dedicated to communication activities, event management, etc. of the Programme (CV evaluation of the dedicated working group)	Up to 6 points
<b>Maximum points to be awarded</b>		<b>45</b>
3. QUALITY OF THE TECHNICAL BID - METHODOLOGICAL APPROACH	Arrangements for planning, implementation and coordination with the body to carry out the actions, in terms of scheduling, timing and consistency with the project goals.	Up to 14 points
	Adequacy of control mechanisms to monitor the proper economic and financial implementation of the Programme, compliance with the time schedule and output and result indicators.	Up to 7 points

	Quality of the programme management working group (CV evaluation of the PM and the dedicated working group)	Up to 6 points
	Methods of interaction/assistance provided to the Consortium	Up to 3 points
<b>Maximum points to be awarded</b>		<b>30</b>
<b>Maximum score Technical bid</b>		<b>85</b>

The evaluation of the technical bids will be carried out by an Evaluation Committee appointed after the date of submission of the bids. The Committee will evaluate each technical bid, assigning a qualitative coefficient for each sub-criterion:

not detectable	0
insignificant evaluation	0.1
barely sufficient evaluation	0.2
sufficient evaluation	0.3
evaluation between sufficient/fair	0.4
fair evaluation	0.5
evaluation between fair/good	0.6
good evaluation	0.7
evaluation between good/very good	0.8
very good evaluation	0.9
excellent evaluation	1.0

FINANCIAL BID: MAXIMUM 15 POINTS		
Evaluation element	Motivational criterion	Maximum score
FINANCIAL BID Max. 15 points	<b>Financial analysis:</b> Cost-effectiveness analysis of the proposed initiatives, according to market prices	Up to 8 points
	<b>Fee:</b> Evaluation of the appropriateness of the fee, expressed in man-days, required for the implementation of each action, based on the cost of each action and the expected benefits	Up to 7 points
<b>Maximum attributable score</b>		<b>15</b>

With regard to the financial bid for the activities (maximum 8 points out of 100), points will be awarded on the basis of the following formula:

$$\text{score "financial bid for activities" considered} = \frac{\text{X Bid}}{\text{Highest bid}} \times 8$$

where:

Highest bid: this is the highest financial bid for the activities (SUBTOTAL ACTIVITIES) submitted;

X Bid: is the financial bid for the activities (SUBTOTAL ACTIVITIES) of the economic operator considered.



# Consorzio del Prosciutto di San Daniele

With regard to the financial bid for the participating economic operator's fee (maximum of 7 points out of 100), the score will be awarded on the basis of the following formula:

financial bid score for the fee economic operator considered =

$$\frac{\text{Minimum \% fee}}{\text{X \% fee}}$$

\* 7

where:

Minimum % fee: this is the percentage of the financial bid for the participating economic operator's fee that is the lowest among those submitted;

X % fee : is the percentage of the financial bid 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 PEC C concerning the financial bid will take place at the conclusion of the evaluation work carried out by the aforementioned Committee.

On the basis of the scores awarded to the bids, 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 + financial bid score). In the event of a tie, the contract will be awarded to the tenderer with the highest score in the technical bid. In the event of a tie in both the financial bid and the technical bid, the contract will be awarded by drawing lots.

The Contracting Authority 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 contractor, whereas the Contracting Authority shall be definitively committed only when, in accordance with the law, all deeds resulting from and necessary for the implementation of the tender have taken full legal effect.

In the event that the successful contractor does not present him/her/itself for the conclusion of the contract or if the declarations made are found to be false, the Contracting Authority shall exclude the operator by awarding the contract to the operator next on the ranking list, once the necessary checks have been carried out.

The CONSORZIO DEL PROSCIUTTO DI SAN DANIELE will proceed with the award even if only one valid bid is submitted, provided that it is reasonable.

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

The results will be communicated via PEC (certified email) to the participants and will be published on the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE website.

## 8. Submission

## 8.1 How to submit proposals

**Tender documents must be submitted in Italian and translated only where expressly requested.**

Organisations interested in participating in the call for tenders for the selection of the Implementing Body must, under penalty of exclusion, submit all the necessary documentation by means of 3 different certified email (PEC) messages identifiable by the description in the "Subject" field:

**PEC A - administrative documentation**, which must contain:

- a) application to tender 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 the economic operator possesses the financial means necessary to guarantee the implementation of the actions under the Programme (appropriate bank references);
- e) Chamber of Commerce certificate or entry in a commercial register kept in the Member State where the economic operator is established;
- f) CV of the economic operator(s) interested in tendering and submitting a bid (company CV);
- g) copy of the last approved financial statement and/or VAT declaration;

**PEC B - technical bid**, which must contain:

- a) technical report containing a detailed description of the activities using the references indicated in the following chapter: HOW TO PREPARE THE TECHNICAL BID - PEC B;
- b) presentation of the working group and professional figures and their skills;
- c) CVs of the staff employed;
- d) time schedule;
- e) Annex C;

**PEC C - financial bid**, which must contain the indication of the financial bid for the activities (ACTIVITIES SUB-TOTAL) and the fee of the economic operator considered according to the model described in the following chapter: HOW TO PREPARE THE FINANCIAL BID - PEC C.

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

The documentation must be drawn up in Italian, and must be submitted in electronic format - non-editable, printable and copyable PDF and .xls files - sent by PEC by the tenderer no later than **09 April 2024 at 12.00.**

All documents must be signed by the legal representative of the tendering economic operator; in case of a temporary grouping already formed, the bid must be signed by the legal representative of the tenderer designated as the group leader; in the case of a temporary grouping not yet formed, the bid must be signed by all the entities that will form the said grouping.

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

**amministrazionecpsd@legalmail.it**

Three separate PEC transmissions [3 certified email (PEC) messages] are requested.

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

**CALL FOR TENDER BY OPEN COMPETITIVE BIDDING FOR THE SELECTION OF THE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS - INTERNAL MARKET – DO NOT OPEN**

In the subject line, the individual PECs must then also contain the additional identification:

- **PEC A - administrative documentation;**
- **PEC B - technical bid;**
- **PEC C - financial bid.**

## 8.2 Manner of opening bids

The Evaluation Committee will meet face-to-face at the Consortium's headquarters on the following day

Date: 10/04/2024

Local time: 10 a.m.

Public session, held face-to-face or *remotely via electronic videoconferencing platform*, the formalities of which will be communicated to the tenderers, for the opening of **PEC A** - verification of the **administrative documentation**.

The Committee will continue its work in a confidential session in order to carry out the procedures for the evaluation of the **technical bids – PEC B**. The Committee's work will be duly recorded in minutes, indicating the reasons supporting the evaluations carried out.

The evaluation of the technical bids in a confidential session will be carried out in one or more sittings by the Evaluation Committee indicated in Article 7 in accordance with the above instructions and procedures.

Furthermore, as already indicated in Article 7, **the financial bid – PEC C** will be evaluated in a public session at the conclusion of the evaluation of the technical bids carried out by the aforementioned Committee. Tenderers will be notified of the date, time and method of remote access.

Any questions and/or clarifications for the implementation of the bid may be addressed **EXCLUSIVELY** by email to Katia Vezzoni: [vezzoni@prosciuttosandaniele.it](mailto:vezzoni@prosciuttosandaniele.it), which will be answered exclusively in writing.

Any verbal requests or requests made in any other manner will not be considered.

Communications from the Contracting Authority will be made by PEC (certified email) to the certified email address indicated by the tenderer.

## 9. Tender documents

### 9.1 Indications with respect to irregularities in the administrative documentation - PEC A

Shortcomings in any formal element of the application may be remedied through requests for additions and/or documentation by the Consortium, where deemed appropriate. 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



financial bid and the technical bid, the Contracting Authority 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 should expire, the tenderer shall be excluded from the tender. Shortcomings 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 How to prepare the technical bid - PEC B

### **Technical report: Max. 30 pages (e.g. 30 word sheets, 30 ppt slides)**

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

#### **1. Overall actions**

The economic operator must describe the overall activities of the Programme in a detailed manner, highlighting the way in which the goals already indicated will be achieved and the consistency of the individual activities.

#### **2. Project Activities**

The economic operator must express its proposal by proposing types of activities and implementation methods that it considers most effective for the realisation of the Programme's goals using the indications below:

- a) Presentation of the activity plan containing a detailed description of each action highlighting the innovation and effectiveness of the proposed communication tools, indicating the target groups reached and the expected KPIs;
- b) graphic proposal and concept of the key visual with its description and justification in relation to its effectiveness in achieving the Programme's goals and dissemination of its message;
- c) presentation of the working group dedicated to the implementation of the creative, communication, marketing and promotion activities with demonstration of the working group's ability to implement the actions effectively.

It will also have to fill in **Annex C**.

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

For each type of activity listed in the tender specifications, the specific interventions to be implemented to achieve the Programme's goals must be described. The activities and related interventions must be consistent with the proposed strategy for the individual target countries and their identified target groups, and the description must state the following

- a) operational planning and implementation methods for the implementation of actions;
- b) methods of coordination with the entity for carrying out the actions;
- c) the time schedule of the actions, indicating the appropriateness of the time and resources envisaged and its consistency with the Programme, which is to be spread over three years;
- d) description of control mechanisms to monitor the proper economic and financial implementation of activities;
- e) description of the working group and its specific functions and responsibilities in relation to the activities envisaged in the Programme.

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



The technical report with the strategic, implementation and methodological proposals and Annex C must be included in PEC B - Technical Bid.

## 9.3 How to prepare the financial bid - PEC C

### Financial bid

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

The economic operator's fee should be highlighted.

Below is an **example table for year 1**. This table must be completed for each individual programme year (year 1, year 2 and year 3) and for each individual target country.

TARGET COUNTRY	ITALY				
YEAR	Year 1				
Activity description	Description of cost item	Number or quantity	Unit value	Total value	Expected Kpis
WP2 - Public Relations			€	€	
.....			€	€	
.....			€	€	
WP 2 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 2 ECONOMIC OPERATOR'S FEE			€	€	
WP 3 - Web site, Social media			€	€	
.....			€	€	
.....			€	€	
WP 3 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 3 ECONOMIC OPERATOR'S FEE			€	€	
WP 4 - Advertising			€	€	
.....			€	€	
.....			€	€	
WP 4 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 4 ECONOMIC OPERATOR'S FEE			€	€	
WP 5 - Promotional Material			€	€	
.....			€	€	
.....			€	€	
WP 5 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 5 ECONOMIC OPERATOR'S FEE			€	€	
WP 6 - Events			€	€	
.....			€	€	
.....			€	€	
WP 6 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	

WP 6 ECONOMIC OPERATOR'S FEE			€	€	
WP 7 - Point-of-Sale Promotion			€	€	
.....			€	€	
.....			€	€	
WP 7 ACTIVITIES SUB-TOTAL FOR YEAR 1					
WP 7 ECONOMIC OPERATOR'S FEE			€	€	
A) ACTIVITIES GENERAL SUB-TOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
B) ECONOMIC OPERATOR'S FEE GENERAL SUBTOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
*A + B) TOTAL FINANCIAL BID TARGET COUNTRY ITALY FOR YEAR 1			€	€	

TARGET COUNTRY	GERMANY				
YEAR	Year 1				
Activity description	Description of cost item	Number or quantity	Unit value	Total value	Expected Kpis
WP2 - Public Relations			€	€	
.....			€	€	
.....			€	€	
WP 2 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 2 ECONOMIC OPERATOR'S FEE			€	€	
WP 3 - Web site, Social media			€	€	
.....			€	€	
.....			€	€	
WP 3 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 3 ECONOMIC OPERATOR'S FEE			€	€	
WP 4 - Advertising			€	€	
.....			€	€	
.....			€	€	
WP 4 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 4 ECONOMIC OPERATOR'S FEE			€	€	
WP 5 - Promotional Material			€	€	
.....			€	€	
.....			€	€	
.....			€	€	
WP 5 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	

WP 5 ECONOMIC OPERATOR'S FEE			€	€	
WP 6 – Events			€	€	
.....			€	€	
.....			€	€	
WP 6 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 6 ECONOMIC OPERATOR'S FEE			€	€	
WP 7 - Point-of-Sale Promotion			€	€	
.....			€	€	
.....			€	€	
WP 7 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 7 ECONOMIC OPERATOR'S FEE			€	€	
A) ACTIVITIES GENERAL SUB-TOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
B) ECONOMIC OPERATOR'S FEE GENERAL SUBTOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
*A + B) TOTAL FINANCIAL BID TARGET COUNTRY GERMANY FOR YEAR 1			€	€	

TARGET COUNTRY	FRANCE				
YEAR	Year 1				
Activity description	Description of cost item	Number or quantity	Unit value	Total value	Expected Kpis
WP2 - Public Relations			€	€	
.....			€	€	
.....			€	€	
WP 2 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 2 ECONOMIC OPERATOR'S FEE			€	€	
WP 3 - Web site, Social media					
.....					
.....					
WP 3 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 3 ECONOMIC OPERATOR'S FEE			€	€	
WP 4 – Advertising			€	€	
.....			€	€	
.....			€	€	
WP 4 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 4 ECONOMIC OPERATOR'S FEE			€	€	
WP 5 - Promotional Material			€	€	

.....			€	€	
.....			€	€	
WP 5 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 5 ECONOMIC OPERATOR'S FEE			€	€	
WP 6 – Events			€	€	
.....			€	€	
.....			€	€	
WP 6 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 6 ECONOMIC OPERATOR'S FEE			€	€	
WP 7 - Point-of-Sale Promotion			€	€	
.....			€	€	
.....			€	€	
WP 7 ACTIVITIES SUB-TOTAL FOR YEAR 1			€	€	
WP 7 ECONOMIC OPERATOR'S FEE			€	€	
A) ACTIVITIES GENERAL SUB-TOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
B) ECONOMIC OPERATOR'S FEE GENERAL SUBTOTAL FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
*A + B) TOTAL FINANCIAL BID TARGET COUNTRY FRANCE FOR YEAR 1			€	€	

**\*NB: THE TOTAL FINANCIAL BID must not exceed the total amount of this tendering procedure (€3,057,000.00 excluding VAT).**

The remuneration of the Implementing Body (economic operator's fee) shall be a maximum of 14% of the total cost for the actions (ACTIVITIES GENERAL SUB-TOTAL).

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



# Consorzio del Prosciutto di San Daniele

TARGET COUNTRY	ITALY			GERMANY			FRANCE			Total	% fee
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3		
A) ACTIVITIES FOR EACH INDIVIDUAL YEAR GENERAL SUB-TOTAL (WP2 ACTIVITIES SUBTOTAL + WP3 ACTIVITIES SUBTOTAL + WP4 ACTIVITIES SUBTOTAL + WP5 ACTIVITIES SUBTOTAL + WP6 ACTIVITIES SUBTOTAL + WP7 ACTIVITIES SUBTOTAL)	€	€	€	€	€	€	€	€	€	Enter sum of year 1 + year 2 + year 3	
B) ECONOMIC OPERATOR'S FEE FOR EACH INDIVIDUAL YEAR GENERAL SUB-TOTAL (WP2 ECONOMIC OPERATOR'S FEE + WP3 ECONOMIC OPERATOR'S FEE + WP4 ECONOMIC OPERATOR'S FEE + WP5 ECONOMIC OPERATOR'S FEE + WP6 ECONOMIC OPERATOR'S FEE + WP7 ECONOMIC OPERATOR'S FEE)	€	€	€	€	€	€	€	€	€	Enter sum of year 1 + year 2 + year 3	Enter value B) / A) in % (with max. 3 digits after the decimal point)
A + B) TOTAL FINANCIAL BID TARGET COUNTRIES FOR EACH INDIVIDUAL YEAR	€	€	€	€	€	€	€	€	€	Enter sum of year 1 + year 2 + year 3	

**The set of tables shown above** by way of an example (9 tables covering the 3 years of the Programme for each target country + 1 summary table), will form the financial bid and must be included in PEC C - Financial Bid.

**In addition, the economic operator must provide the financial bid, in electronic format, both in .pdf and .xls format.**

## 10. Additions in case of shortcomings

Shortcomings 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 financial bid and the technical bid, may be remedied by means of the additions procedure referred to in this Article.

An essential irregularity may be remedied where it is not accompanied by a substantial shortcoming 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 additions 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 certain prior date 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 additions procedure, a reasonable time limit - not exceeding ten days - is allocated to the tenderer for the necessary declarations to be made, added to or regularised, indicating their content and the persons who must make them.

In the event that the time limit has expired, the tenderer 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 additions 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 replacement or variation of the working group without the client's consent shall be grounds for termination of the contract.

The contractor shall assume all legal insurance and social security obligations, undertake to comply with the applicable laws on safety at work and the remuneration of employees and, in general, undertake to comply with all obligations deriving from laws, regulations, collective agreements and supplementary company

agreements on employment relationships, 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

In the event of successful approval, following the conclusion of the agreement with AGEA of the Programme submitted under the Call for proposals 2024 Simple programmes 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 following shall be carried out by the Contractor/Implementing Body:

- the performance of the services covered by the contract, in agreement and cooperation with the Contracting Authority and in full and unconditional acceptance of the contents of these specifications;
- adequate and timely information on the realisation of the programme's activities and achievement of the relevant deliverables and outputs;
- compliance with 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 European Union 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 implementation;
- the entire technical and financial responsibility for the actions referred to in Articles 3 and 5, including that relating to their compatibility with current European Union regulations, those of the Programme's target countries and the applicable tender rules;
- oversee the administrative/financial monitoring of the Programme, including record keeping, collection and storage of documents and supporting material, preparation of payment claims.

The 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 controls, account 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, account audits or investigations;
- make available all the documentation produced whilst performing the service to the Contracting Authority, as well as all the data processed, used or collected during the implementation 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 the periodic and final reports;
- keep the original documents.

## 13. Confidentiality and non-disclosure

The contractor shall not make any use, either directly or indirectly, for its own benefit or that of third parties of the mandate given and of the information of which it becomes aware in connection therewith, and this also 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 contractor 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 details 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 contractor 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 Contracting Authority will take appropriate measures to prevent, identify and effectively remedy conflicts of interest in the conduct of this selection procedure so as to avoid any distortion of competition and ensure equal treatment of all economic operators, in compliance 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. Breach of contract and termination

The Contracting Authority shall have the right to monitor and verify the proper performance of the service with the help of appointees chosen at its discretion. Moreover, the Contracting Authority shall have the right to contest the services rendered that do not comply in whole or in part with the requirements of the specifications or the bid proposed in the tender, and in any case in accordance with the provisions of the contract governing the service signed between the parties. In the event of a dispute, it may request the Implementing Body to replace staff unsuitable for the performance of the services. In addition to the provisions of Article 1453 of the Italian Civil Code for cases of breach of contractual obligations, the contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, subject to compensation for damages in the following cases

- in the event of 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 time schedule as well as for non-observance of the project outlines submitted and of any additional indications regarding the quality of the service, contested beforehand in writing by the Contracting Authority and not resolved within the time allowed;
- if the Implementing Body is subject to bankruptcy or similar proceedings restricting its financial 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority Administration

The successful economic operator must identify a contact person responsible for the service, who will be obliged to collaborate closely with the contact staff of the Contracting Authority and the Sole Tender 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 itself and the contract may not be assigned under penalty of nullity, except in the cases provided for by law.

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

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 procedures set out in Article 119 of Legislative Decree 36/2023, pursuant to 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:

- deferred instalments on the basis of service progress reports submitted at the deadlines provided for in the Programme and in the relevant regulations, up to a maximum of 50% of the contractual amount, following the presentation of a regular invoice and after having checked the accounting and tax compliance of all the documentation and, in particular, the appropriate reports on the activities carried out and the products issued and the relevant reporting of the expenses incurred in accordance with the relevant regulations;
- balance of the contractual amount upon completion of all planned activities upon presentation of a regular invoice and after checking the accounting and tax compliance of all documentation and, in particular, of the final report on the activities carried out, of the products issued and of the relevant statement of expenses incurred in accordance with the relevant regulations.



The invoice, together with the required documentation, must be submitted to the Sole Tender Manager (RUP) in order to acquire the approval concerning the correct performance of the contract.

## 19. Checks

The Contracting Authority has the right to check and verify the proper implementation 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

Stamp duty, stipulation, registration costs and any other ancillary expenses relating to the contract shall be borne 50% by the successful Implementing Body and the remaining 50% by the Contracting Authority.

## 21 Access to the selection procedure documentation

Access to the procedure documentation is permitted in accordance with the provisions on 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**
  - d) for information provided as part of the tender or in justification thereof that constitutes, according to a reasoned and substantiated statement by the tenderer, company know-how, intellectual property, technical or trade secrets;

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 connection with this procedure, the place of jurisdiction is Udine, in the form and manner provided for by law.

## 23. Ownership and Utilisation Rights

The property rights and/or the rights of use and financial exploitation of the works/materials, prepared or produced by the Implementing Body 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, dispose of them without restriction. Said rights, pursuant to Law No. 633/41 "Protection of Copyright and other rights connected thereto" as amended and supplemented by Law No. 248/00, shall be deemed to be 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 Authority with all the documentation and material required for the effective exploitation of the rights of exclusive ownership, as well as to sign all the documents required for the possible transcription of said rights in favour of the Contracting Authority 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"), we hereby inform you that the data collected are intended for the selection of the contractor and their provision is optional in nature, it being understood that a tenderer who intends to participate in the procedure or to be awarded the contract must provide the Contracting Authority 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 Contracting Authority in charge of the procedure and to any other subject with an interest therein, subject to the provisions of Article 21.

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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 tenderers' 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 a 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 Contracting Authority; 2) the Economic Entities taking part in 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 Authority and the responsible person is the Director General Mario E. Cichetti.

The data controller is the Director General Mario E. Cichetti 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 GDPR compliance regulations.

For any further information on the matter, please refer to the "Information on the processing of personal data to the customer" of the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE and address your requests to the CONSORZIO DEL PROSCIUTTO DI SAN DANIELE, via Ippolito Nievo No. 19, 33038 San Daniele del Friuli (UD), by email to: [servizitecnici@prosciuttosandaniele.it](mailto:servizitecnici@prosciuttosandaniele.it) or by telephone to 0432/957515.

## 25. Sole Tender Manager

The sole person in charge of the procedure pursuant to Article 15 of legislative Decree 36/2023 ex. Art. 31 of Legislative Decree 50/2016 is Ms Katia Vezzoni.