

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 Consorzio Tutela Aceto Balsamico di Modena on 02/12/2024

1 FOREWORD AND PRELIMINARY INFORMATION

The Consorzio Tutela Aceto Balsamico di Modena (hereinafter referred to as Contracting Body), with registered office in MODENA (MO) - 41121 Via Ganaceto, 134 and administrative office in Modena, Via Ganaceto, 113, VAT No. 02163700368 as the organisation proposing the Programme:

" Aceto Balsamico Di Modena PGI Unique Because It's Authentic ".

ABM acronvm EU U&A Proposal: 101194302

submitted, under the EU Regulation No. 1144/2014 of the European Parliament and of the Council, Call 2024, an Information and Promotion Programme for a three-year period (2025 - 2026 - 2027) on the internal market ITALY -GERMANY (simple programme) considered eligible for funding under Decision C(2024)7881 of 18 November 2024.

Accordingly, I hereby

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Pursuant to the reference articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 1829/2015, Delegated Act and No. 1831/2015, a call for tenders 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 product denomination

Product of origin recognition code - File number ¹	Product
PGI-EN-0430	Balsamic Vinegar of Modena PGI

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".

CONSORZIO TUTELA ACETO BALSAMICO DI MODENA

Sede Legale: Via Ganaceto, 134 c/o - CCIAA di Modena - 41121 Modena - Italia

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Tel. +39 059 208621 - C.F. / P.I.: 02163700368



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



1.1 REGULATORY FRAMEWORK

This call for tenders has been drawn up in compliance with the framework of the essential regulatory references and, for the purposes 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;
- Reg (EU) 2015/1829 delegated regulation art 2 paragraphs 1 and 2
- Reg. (EU) 2015/1831 Implementing Regulation: Art. 2, 9 and 10 paragraphs 3 and 4, 11 and 18
- Note of the European Commission DDG1.B5/MJ/DB D(2016)321077 of 7 July 2016 Guidance on the tender procedure;
- Decree of the Director General of the Ministry of Agriculture, Food Sovereignty and Forestry -Department of Food Sovereignty and Horseracing - General Affairs and Budget DG - No. 0532478 of 10/10/2024 - "Criteria that non-public organisations must comply with in the selection of Implementing Bodies".
- Communication from the European Commission (2006/C) 179/02, paragraph 2.1.2
- Call for proposal for simple programmes 2024 AGRIP SIMPLE 2024 IM EU QS Type of Action AGRIP - SIMPLE - PJG of 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 above-mentioned 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 and competitive tender procedure suitable to ensure 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 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).



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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 single contractor, who can carry out all the activities foreseen in the Programme.

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

2. MAIN PROJECT INFORMATION

Products being promoted:

Product of origin recognition code - File number ²	Product
PGI-EN-0430	Balsamic Vinegar of Modena PGI

Contracting Authority:

Consorzio Tutela Aceto Balsamico di Modena

Target countries:

ITALY - GERMANY

Target Groups

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

General Objective

The ABM EU_U&A Project aims to strengthen the competitiveness of the EU agricultural sector and the consumption of agri-food products by optimising their image and increasing their market share in the target countries Italy and Germany by fostering an increase in European consumers' recognition levels of the logo associated with quality schemes and a greater awareness of the information these quality schemes are intended to provide.

The programme aims to raise awareness of the Union's quality scheme, improve the competitiveness and consumption of promoted products, optimise their image and increase their market share.

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info@consorziobalsamico.it - consorziobalsamico.it



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



Specific objectives:

- <u>Increased recognisability</u> within the target countries of the European GI quality scheme by medium-high end consumers, opinion leaders, press and Ho.Re.Ca. operators;
- <u>Increased awareness</u> within the target countries towards PGI quality production by medium-high end consumers, opinion leaders, press and Ho.Re.Ca. operators.
- <u>Increased consumption</u> of the promoted product within the target countries through the Ho.Re.Ca channel

Strategy:

In line with the general and specific objectives defined for the ABM EU_U&A Programme, the Contracting Organisation intends to implement a global promotional strategy oriented at highlighting the quality profile of agricultural products with the PGI mark - represented by Balsamic Vinegar of Modena. The strategy will have to be customised on the respective target markets and target groups.

The central message of the campaign will be information and promotion of Balsamic Vinegar of Modena PGI. Unique because Authentic, Made in Europe.

The message must highlight, in particular, the characteristics in terms of authenticity, traceability, labelling, nutrition and health aspects, respect for the environment and sustainability. Themes in line with the new CAP 2023/2027.

The testimonial product presents interesting consumption patterns. Generally speaking, in the reference markets, a consumption dynamic is observed that is both more quality-oriented, at the expense of price, and oriented towards a healthier lifestyle and greater environmental sustainability.

This is due to the fact that agricultural production is also called upon to make its own contribution, in reducing its environmental impact, where high, and, in general, in adapting to the changes taking place.

The promotion and communication activities must, therefore, be oriented towards achieving the defined objectives and the main target: the end consumer; through direct ADV and social activities a series of specific actions to a target of specialists in particular in the press sector (journalists, influencers...) and Ho.Re.Ca. operators.

Specifically, the project strategy, the main message must focus on:

- 1. To inform the project target group about the characteristics of the Made in Europe product by raising awareness of its intrinsic qualities;
- 2. Inform the target audience about the importance of the guarantee provided by the PGI recognition in choosing authentic, safe and high quality products:
- 3. Building a dialogue that leads to an increase in the recognisability of the product and the properties that differentiate it from other (non-quality) productions especially in GERMANY where purchase price is a determining factor to the detriment of product quality);
- 4. Building end-consumer loyalty through intensive PR, ADV and social media activities that focus on the product's UNIQUENESS and AUTHENTICITY.



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The project strategy, the main Unionale message resulting from the proposal are summarised in the following project claim (German and English language). What follows is the idea of the claim that was included in the approved project proposal, which can be taken over in its entirety by the bidding body or revised if necessary.

ACETO BALSAMICO DI MODENA IGP: UNIQUE BECAUSE AUTHENTIC. **EXCELLENCE CERTIFIED BY THE EUROPEAN UNION**

The proposing organisations 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 Union message presented in the project application with the planned duration and the financial resources made available.

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

- WP 2 Public Relations
- WP 3 Website, social media
- WP 4 Advertising
- WP 5 Communication Tools
- WP 6 Events

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

Duration of the Programme:

36 months (3 annual phases), starting 1 March 2025

Budget of the actions in the hands of the implementing body:

It should be noted that the proposing organisations shall submit a bid taking into consideration the overall budget up to a maximum of € 779.330,00 VAT EXCLUDED in accordance with the law, including the costs related to the implementation of the project activities and the remuneration of the implementing body (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while it does not include other charges that will be borne directly by the proposing organisations.

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

Target Country	Amount (€)
ITALY	€. 275.795,00
GERMANY	€. 503.535,00
TOTAL	€. 779.330,00

Please refer to section 5 below for further details.

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TECHNICAL SPECIFICATIONS

3 OBJECT OF THE CONTRACT

3.1 General Description of the Service

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

The Implementing Body must therefore ensure:

- the development of the work packages that make up the three-year programme, starting with the signing of the contract between the contracting body and the implementing 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 implementing 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 characterised by a flexible organisational approach in order to respond to variations and/or unforeseen needs that may arise during the course of the activities.

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

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

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

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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 TYPE 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 of high quality agricultural and food and wine products, taking into account the topics to be covered and the objectives listed above, and fall into the following categories

- > WP 2 Public Relations
- > WP 3 Website, social media
- WP 4 Advertising
- > WP 5 Communication Tools
- 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.

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It is requested that the overall strategy identifies 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.

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Work package 2: [Public relations].		
Objectives	O.S 1 Increasing recognisability	
	 O.S 2 Increased awareness 	
Description of the work programme		

WP 2.1 - CONTINUOUS PR ACTIVITIES

CT ABM intends to manage PR activities through direct management in the Italian market and **subcontracting for the German market**. Specifically:

In Germany, country products are less well known and often confused with the more generic 'Balsamic Vinegar' or similar products.

The objective of the press office in Germany must be to:

- ensuring the identified origin of Made in Europe;
- to make the product known by highlighting its special features,
- educate on history and customs, while enhancing knowledge of the European PGI quality system.

Germany's press office strategy must be geared towards enhancing the PGI quality system with various themes showing why Balsamic Vinegar of Modena is the one and only.

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

Description of the work programme

WP 2.2 - PRESS EVENTS

Press events on both markets must be planned.

In Germany, the press event proposal should draw a parallel between Balsamic Vinegar of Modena and cultural aspects of Italy. It is specified that different themes embracing Italian culture must be identified for each programme year. The development of the WP must include inviting at least 10 journalists and influencers for an intimate tasting of Balsamic Vinegar of Modena in an unexpected place, to stimulate their interest and to create a parallel with Italy and the fact that the product can be enjoyed anywhere, anytime and with any dish. Each year, the focus will be on a different city in Germany (e.g. Munich, Hamburg and Berlin).

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In Italy, the proposal must present Balsamic Vinegar of Modena as the perfect touch of elegance for every occasion. An example of themes could be:

- Year 1: the proposal could be to give Balsamic Vinegar of Modena a contemporary and simple interpretation, proposing a domestic use but with a touch of style. The proposal could include the involvement of influencers, well-known food creators in Italy. Ideally, the event should develop with a first introductory part, in which the products and the campaign will be explained to the participants, and a second part with a show cooking performed by a leading guest giving tips and advice on how to use the products. Finally, a tasting of the recipes should be planned.
- Year 2, the proposal could be to give Balsamic Vinegar of Modena a trendy and modern interpretation, more sophisticated and fashionable but still simple. The event would have to be presented at a high-end, glamorous restaurant in Milan.
- Year 3, the proposal could be to give Balsamic Vinegar of Modena a gourmet interpretation, with strong references to traditional recipes. The target audience of this event should be gastronomic journalists. There should be a tasting menu composed of gourmet reinterpretations of traditional recipes, always with the addition of Balsamic Vinegar of Modena.

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

Estimated budget			
Calendar	YEAR 1	YEAR 2	YEAR 3
Estimated budget 2.1	Total GERMANY: € 21.866.00	Total GERMANY: € 21.357,00	Total GERMANY: € 21.357,00
	Total ITALY: €. 24.537,00	Total ITALY: € 24.540,00	Total ITALY: € 24.541,00
Estimated budget 2.2	Total GERMANY: € 21.131,00	Total GERMANY: € 21.131,00	Total GERMANY: € 21.131,00

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Work package 3: [Website and Social Media].		
Objectives	O.S 1 Increasing recognisability	
	O.S 2 Increased awareness	
	O.S 3 Increased consumption	
Description of the work programme		

WP 3.1 - WEBSITE

In order to avoid the multiplication of campaign channels and take advantage of existing platforms, the existing website will be enriched.

The website content proposal should include the creation of a centralised campaign content mini-page within the Consortium's multilingual site (www.consorziobalsamico.it) to create an authentic campaign sender.

The campaign content page should be created based on product and project information, centralising the information and thus enhancing the user experience with the campaign content. The campaign content page should be made available in both language versions, Italian and German. Specific articles on the campaign and highlights of the events in Germany and Italy will be developed and published regularly over the three years in both languages.

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 on each target country

Description of the work programme

WP 3.2 - SOCIAL MEDIA

It is proposed to exploit existing social channels.

Germany:

At least 12 pieces of content per year should be produced focusing on the main messages and events of the planned campaign for the German market.

Italy:

At least 12 posts on Facebook and 12 posts on Instagram focusing on the main messages and events of the planned campaign for the Italian market should be produced each year.

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 on each target country

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Results and estimated budget				
Calendar	YEAR 1 YEAR 2 YEAR 3			
Estimated budget 3.1	Total ITALY: €. 3.051,00	Total ITALY: €. 3.051,00	Total ITALY: €. 3.051,00	
	Total GERMANY: € 6.780,00	Total GERMANY: € 1.110,00	Total GERMANY: € 1.110,00	
Estimated	Total ITALY: € 7.345,00	Total ITALY: € 7.345,00	Total ITALY: € 7.345,00	
budget 3.2	Total GERMANY: € 15.820,00	Total GERMANY: € 13.577,00	Total GERMANY: € 11.320,00	

Work package 4: [ADVERTISEMENT].		
Objectives O.S 1 Increasing recognisability		
	O.S 2 Increased awareness	
	O.S 3 Increased consumption	
Description of the work programme		

Description of the work programme

WP 4.1 - PRINT ADVERTISING

Germany:

A punctual press communication plan is to be defined both in Italy and in Germany in nationally and internationally prominent newspapers. A press campaign must be developed annually in selected media (B2B) and (B2C), with the creation of promotional pages.

The titles must be carefully selected to reach the target segments and the specific definition of the annual media plan will be confirmed on the basis of the latest circulation and circulation figures. For example Salon Magazine - Essen & Trinken Spezial - Lust auf Genuss

Italy: Partnerships should be envisaged with the main trade, women's and lifestyle publications that target consumers seeking information on product quality. For example, cucinare Bene - Giallo Zafferano - Ci piace Cucinare - Elle Gourmet

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

Description of the work programme

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WP 4.4 - ONLINE ADVERTISING

The development of a series of collaborations with ON LINE platforms in Germany (e.g. RTL AdAlliance, Chefkoch, ESSEN & TRINKEN, BRIGITTE, LIVING AT HOME) must be planned. The media strategy must be based on defined content and the specifications of the WP3 platform. The campaign strategy must exploit the different strengths of the individual content products and present them on the most suitable platforms.

In Italy Every year, a campaign should be promoted in both BtoB and BtoC online advertising formats with different objectives:

- Online ads with maximum targeting of the consumer audience of interest,
- SMO Facebook and Instagram campaign,
- An Online Branded Content Campaign

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

Results and estimated budget				
Calendar	YEAR 1	YEAR 2	YEAR 3	
Estimated budget 4.1	Total ITALY: € 17.655,00	Total ITALY: € 17.655,00	Total ITALY: € 17.655,00	
	Total GERMANY: € 23.540,00	Total GERMANY: € 38.420,00	Total GERMANY: € 19.210,00	
Estimated budget 4.4	Total ITALY: € 17,120.00	Total ITALY: € 10,700.00	Total ITALY: € 9,630.00	
	Total GERMANY: € 39.055,00	Total GERMANY: € 41.245,00	Total GERMANY: € 41.245,00	

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Work package 5: [COMMUNICATION TOOLS].		
Objectives	O.S 1 Increasing recognisability	
	O.S 2 Increased awareness	
Description of the work programme		

WP 5.1 - COMMUNICATION TOOLS

The strategic choices to be used in defining the communication and identity of the visit are as follows:

- Exploiting the origin of Balsamic Vinegar of Modena PGI to establish its reputation in Germany and distinguish it from competitors in Italy.
- Highlight the qualities of Modena, such as the region's centuries-old history and traditions, the quality of ingredients and the ageing process.
- Positioning Balsamic Vinegar of Modena as an essential ingredient in contemporary cuisine, emphasising its ability to add elegance and sophistication to a wide variety of dishes.
- Communicating the versatility of the product to educate consumers on the different ways to use Balsamic Vinegar of Modena in cooking.

The aim must be to present the origin of Modena as the one and only reference for Balsamic Vinegar, thanks to the European guarantee and its references in Italy and Germany.

It is requested to produce at least one key visual proposal suitable for the Italian and German market, using the claim or a creative interpretation of it (see Art. 2 'MAIN PROJECT DETAILS')

Event material:

All material should complement the overall graphic identity of the campaign to create immediate brand recognition among consumers and professionals during the campaign events. Whenever possible, existing material shall be reused from one year to the next. In Germany and Italy at least:

- the production of roll-ups and event materials
- a B2B kit to be distributed to B2B contacts involved in the activities during the campaign.

(Kits must include, for example, information material on the product and origin, some accessories for preparing meals, cocktails and/or desserts with Balsamic Vinegar of Modena PGI as a gift)

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

Results and estimated budget			
Calendar YEAR 1 YEAR 2 YEAR 3			
Estimated budget	Total ITALY: € 26.724	Total ITALY: € 14.495	Total ITALY: € 14.495
5.1	Total GERMANY: € 23.645	Total GERMANY: € 10.570	Total GERMANY: € 10.570

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Work package 6: [EVENTS]. Objectives O.S 1 Increasing recognisability O.S 2 Increased awareness O.S 3 Increased consumption

Description of the work programme

WP 6.2 - SEMINARS AND WORKSHOPS FOR PROFESSIONALS

Italy: In the first year, a number of seminars dedicated to Horeca professionals, in particular chefs, should be envisaged, for example in collaboration with an institute of recognised quality such as the Istituto CON GUSTO

The tenderer is requested to formulate its best proposal of event/seminar format and target, providing in the economic offer the unit cost details for each individual activity proposed on each target country

Description of the work programme

WP 6.4 - STUDY TRIPS

Study trips should be planned at strategic times, for example during other important events such as the 'Acetaie Aperte' event, in order to further enhance the attractiveness of the experience and communicate the campaign messages more effectively.

Germanv:

A KOL & Press trip should be organised for each project year to actively involve key opinion leaders in the Modena area. The presence of at least 4 food enthusiasts and 2 press partners must be foreseen

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 on each target country

Results and estimated budget

Calendar	YEAR 1	YEAR 2	YEAR 3
Estimated budget 6.1	Total ITALY: € 24.860,00	/	/
Estimated budget 6.4	Total GERMANY: € 26.115,00	Total GERMANY: € 26.115,00	Total GERMANY: € 26.115,00

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It is specified that, in connection with the implementation of the above activities, the proposing entity must ensure the achievement of the following three-year indicators, as per the project approved by the European **Commission**

Output and result in		
WP	Achievement Indicators	Result Indicators
	PRESS OFFICE DE: 3	N. JOURNALISTS/INFLUENCERS REACHED DE: 4.185
Work package 2.1	PRESS OFFICE IT: 3	N. JOURNALISTS/INFLUENCERS REACHED: 3.879
	PRESS KIT DE: 3	N. UNPAID PUBLICATIONS DE: 45
	PRESS KIT IT: 3	N. UNPAID PUBLICATIONS EN: 45
	PRESS RELEASES FROM: 3	TOTAL CONTACTS (READESHIP-IMPRESSION-VIEWS
	COMINUCATI STAMPA IT: 9	OF 1.500.000
		TOTAL CONTACTS (READESHIP-IMPRESSION-VIEWS)
	CUSTOMISED PRESS CONTACT DATABASE	EN:
	IT-DE: 1	1.450.000
Work package 2.2	EDITORIAL TOURS: 3	30 PARTICIPANTS IN TOTAL
Work Package 3.1	1 WEBSITE/DEDICATED PAGES OF	VISITS (2023 DATA 25.000): +7%.
	1 WEBSITE/PAGES DEDICATED IT	INTERACTIONS (DATA2023: 78.000): +7%.
Work Package 3.2	SOCIAL CONTENT/YEAR DE: 36	N. IG FOLLOWERS (2024 FIGURE: 4.721): +20%.
	POST IG IT: 36	N. FB FOLLOWERS (2024 FIGURE: 68.101): +20%.
	FB POSTS EN: 36	
	ADVERTORIAL BtoC DE: 4	TOTAL CIRCULATION BtoC MAGAZINE DE : 202.000
Work Package 4.1	ADVERTORY BtoC EN: 27	TOTAL CIRCULATION BtoC MAGAZINE EN: 834.000
		CONSUMERS REACHED DE : 956.000
		CONSUMERS REACHED IT: 7.300.000
	PUBLISHED ADS CAMPAIGNS	IMPRESSIONS GENERATED ONLINE ADS DE :
Work Package 4.4	(DIPLAY&DEM) EN: 3	31,500,000
		IMPRESSIONS GENERATED ONLINE ADS IT: 30.000.000
	SMO (SOCIAL MEDIA OPTIMISATION)	
	CAMPAIGNS DE: 3	IMPRESSIONS GENERATED ONLINE SMO DE :
	SMO (SOCIAL MEDIA OPTIMISATION)	9.000.000
	CAMPAIGNS EN: 3	IMPRESSIONS GENERATED ONLINE SMO IT : 3.000.000
	ONLINE BRANDED CONTENT OF : 12	VIEWS BRAND CONTENT IT: 328.000
	ONLINE BRANDED CONTENT EN : 3	
	VISUAL IDENTITY DE: 3	DISTRIBUTED BtoB KITS DE: 60
Work package 5.1	VISUAL IDENTITY IT: 3	DISTRIBUTED BtoB KITS IT: 1.150
	ROLL-UP TI: 4	
	KIT BtoB DE: 60	
	KIT BtoB IT: 1,150	
Work Package 6.2	MASTERCLASS IT: 4	MASTERCLASS PARTICIPANTS IT. 144
Work Package 6.4	STUDY TRIPS DE: 3	STUDY TOUR PARTICIPANTS DE: 18

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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 accrued in the three-year period preceding the call for competition a turnover of at least €. 1.500.000,00 ³ (in letters: Euro one million five hundred thousand/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 copies of the last two approved balance sheets and/or VAT returns;
- 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.

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³ Criterion introduced by Directorial Decree No. 0532478 of 10 October 2024, Art 2, paragraph 2.2 MASAF - Department of Food Sovereignty and Horseracing - General Affairs and Budget DG



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:

- have carried out, in the three years preceding the call for competition, contracts similar to those of the
 present procedure for a total amount of not less than Euro 750.000,00 (in letters: Euro seven hundred and
 fifty 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 and incoming organisation activities;
- press office management activities;
- communication activities, PR, etc. (including online);
- production of information material;
- production of promotional videos;
- promotional activities in the agri-food sector
- experience in communication activities on the topic of 'sustainability

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

7 Selection Committee and Award Criteria

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

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

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

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

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

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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, logicality 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
-	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
- OVERALL STRATEGY	Ability to produce the expected results and achieve the project objectives	Up to 5 points
		Maximum 10
2.QUALITY OF THE	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
TECHNICAL OFFER PROJECT	Quality of the graphic proposal and concept	Up to 6 points
ACTIVITIES	Quality of the proposal in identifying the target group and positioning in the target markets	Up to 6 points
ACTIVITIES	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 Tec	hnical offer	85

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For the determination of the scores obtained for the technical offer in relation to the respective criteria and subcriteria 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	Mativational aritarian	Maximum
	Motivational Criterion	score
	Economic analysis:	
	Cost-effectiveness analysis of the proposed initiatives, according to	Up to 6 points
	market prices	
ECONOMIC OFFER	Honorarium:	
Max. 15 points	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 7 points out of 100), the score will be awarded on the
basis of the following formula:

score "economic offer for activities" considered = Offer X		*6
	Maximum bid	

where:

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- 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:

economic offer score for the economic operator's fee = Minimum % fee

	*9
Fee % X	

where:

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

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

No increased bids are allowed.

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

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

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

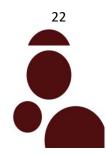
An award will be made even if only one valid tender is submitted, provided it is reasonable.

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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 (PEC) messages as below (please name the files with no more than 15 characters)
- 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) ANNEX A: Application to participate in the procedure according to the model in Annex A, completed and signed by the legal representative;
- b) ANNEX B: Declarations, completed and signed by the legal representative;
- c) ANNEX C: Substitute declaration pursuant to Presidential Decree 445/2000 certifying the absence of conflict of interest with the proposing organisation, third party status and/or absence of financial, economic interests that may lead to an influence in the context of the award procedure or in the execution phase pursuant to Article 2 EU REG No. 2015/1831
- d) identity document of the subscriber(s);
- e) 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);
- f) CCIAA certificate or entry in a commercial register kept in the Member State where the economic operator is established;
- g) CV of the business operator(s) interested in participating (company CV);
- h) 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- BUSTA/PEC B.
- b) Key-visual and key message
- c) CVs of staff employed
- d) Chronoprogramme

PEC C / ENVELOPE C - economic offer, which must contain the indication of the economic offer for the activities (SUB-TOTAL ACTIVITY) and the economic operator's fee (follow model "Attachment D") and use the references indicated in the following chapter: METHODS FOR PREPARING THE ECONOMIC OFFER -

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ENVELOPE 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 - PDF not editable, printable and digitally signed where required and file.xls - by PEC and/or sent by post by the tenderer no later than 27 DECEMBER 2024 at 10.00 a.m.

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 THE PROGRAMME OF INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS - TARGET COUNTRIES: ITALY-GERMANY

In the case of dispatch by post and/or hand delivery, the documents required for the administrative offer must be placed on three USB flash drives inserted in three different envelopes (Flash Drive A inserted in sealed envelope A - technical offer Flash Drive B inserted in sealed envelope B - administrative offer Flash Drive C inserted in sealed envelope C). The three sealed envelopes must be placed in a single envelope containing them for dispatch.

In view of the Christmas period in the case of postage and/or hand delivery, the sender is requested to ascertain when the offices are open; the risk of non-delivery is borne entirely by the sender,

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

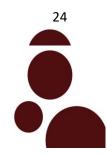
- PEC A or ENVELOPE A TARGET COUNTRIES: ITALY- GERMANY ADMINISTRATIVE DOCUMENTATION NOTICE OF SELECTION OF IMPLEMENTING ORGANISATION
- PEC B or B ENVELOPE B TARGET COUNTRIES: ITALY GERMANY TECHNICAL OFFER SELECTION NOTICE FOR EXECUTOR ORGANISM

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 PEC C or ENVELOPE C - TARGET COUNTRIES: ITALY-GERMANY - ECONOMIC OFFER - CALL FOR SELECTION OF EXECUTOR BODY

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 30 DECEMBER 2024 10.00 a.m. - Public session held in presence or remotely via electronic videoconference platform for the opening of the PEC A/BUSTA 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. **Requests for clarification must be received by 23 December at 12 noon.** Verbal requests or requests made in any other way 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.

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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 CARDS (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 the types of activities and implementation methods that it considers most effective for the realisation of the project objectives using the indications below:

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

3. Methodological approach and articulation of activities

For each type of activity listed in the technical specifications, the specific interventions to be implemented to achieve the programme objectives must be described. The activities and related interventions must be consistent with the proposed strategy for the target market and the relevant target groups identified and must be articulated according to the points below:

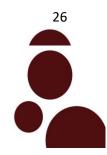
- 1) Methods of implementation of the actions: description of the operational methods used for the provision of services and their consistency with the aims and objectives of the proposed communication campaign and the Programme;
- 2) indication of expected KPIs;
- 3) time schedule: adequacy of time and resources, foreseen in the time schedule and its consistency with the programme, which is to be spread over 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 assistance provided to the consortium

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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 Italian and German market.

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 scheme in Annex D, which must be filled in for each individual project year (year 1, year 2 and year 3) and for each individual target country (ITALY and GERMANY)

Annex D contains four worksheets that will form the economic offer:

- a) General budget summary per country and year
- b) Detailed general budget by countries and years
- c) Italy budget per year
- d) Budget Germany per year

Annex D must be included in PEC C - Economic Offer.

The file must be transmitted either in .xls or converted into pdf and must be digitally signed.

The economic operator's fee should be highlighted.

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

*NB: THE TOTAL ECONOMIC OFFER must <u>not exceed the total amount of this selection procedure (</u>€. 779.330,00 excluding VAT).





10. ADDITIONS 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 preexisting circumstances to be attested, i.e. requirements for participation and documents/elements accompanying the tender. Specifically, the following rules apply:

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

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

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

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

11 WORKING GROUP

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

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

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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

Following the conclusion of the agreement with AGEA of the Programme submitted under the Call for Proposals AGRIP- SIMPLE - 2024 - IM - EU QS 2024 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;
- observance of every indication contained in these Tender Specifications, even if not specifically referred to in this Article, of the rules and regulations in force at both national and EU level, as well as those that may be issued during the contractual period; (including regulations and municipal ordinances), with particular regard to those relating to hygiene and safety and in any case pertaining to the subject matter of the contract and its execution;
- the Implementing Body assumes full technical and financial responsibility for the actions referred to in Articles 3 and 5, including that relating to their compatibility with applicable European Union law and competition rules;
- The Implementing Body will have to supervise the administrative/financial monitoring of the programme, including the keeping of records, and supporting documents, the transmission of deliverables and the preparation of actions and payment claims. the collection and storage of documents and supporting material;

The Contractor/Implementing Body organisation 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, audits, investigations, litigation or legal proceedings are in progress under the Convention, keep records and supporting documents until these procedures are completed;
- make the above documentation available upon request or in the context of controls, audits or investigations;
- make available to the 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 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.



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13 CONFIDENTIALITY AND NON-DISCLOSURE

The successful tenderer may not make any use, either directly or indirectly, for its own benefit or that of third parties, of the mandate entrusted 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 and/or any other kind of information, of which it will become aware as a result of the services rendered, in whatever manner acquired, shall be considered confidential and treated as such, while at the same time ensuring the transparency of the activities performed.

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

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

14 CONFLICTS OF INTEREST

The Procuring Body 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. Furthermore, the Tender Organisation shall have the right to contest services rendered that do not comply in whole or in part with the prescriptions 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-fulfilment of the contracted services provided for in the programme and other obligations arising from these specifications and/or the contract and/or the timetable, as well as for non-

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observance of the project outlines submitted and of any supplementary indications regarding the quality of the service, contested beforehand in writing by the Tender Organisation and not terminated within the time allowed;

- if the executing body is subject to bankruptcy or similar proceedings restricting its economic and business capacity by the competent bodies;
- in any case, in cases of violation of the applicable regulatory provisions.

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

In the event of termination, the Procuring Agency reserves all rights to compensation for the damages suffered and in particular reserves the right to claim from the Implementig 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 Executing Agency 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 Executing Agency.

16 RELATIONS BETWEEN THE SUCCESSFUL TENDERER AND THE CONTRACTING AUTHORITY'S ADMINISTRATION

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

17 ASSIGNMENT AND SUBCONTRACTING

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

Subcontracting is allowed 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 PAYMENT METHODS

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.

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

19 CONTROLS

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

20 CONTRACTUAL EXPENSES

Any stamp duty, stipulation, registration and any other ancillary expenses related to the tender contract shall be borne 50% by the awarded Executing Agency and the remaining 50% by the Procuring Agency.

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 in relation to
 - a) the list of those who have submitted bids, until the deadline for submitting them;
 - b) to the bids, until the awarding of the contract;
 - c) to the procedure for checking the anomaly of the tender, up to the awarding of the contract.
- It is **prohibited** in connection with
 - 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 Executing Agency undertakes to deliver all the products in open and modifiable format and expressly undertakes to provide the Awarding Body 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

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favour of the Awarding Body in any public registers or lists. The Executing Agency 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 the competitor who intends to participate in the procedure or to be awarded the contract must provide the Contracting Body with the documentation required by the regulations in force. The rights of the interested party are those provided for in Art. 13 of the aforementioned law. These rights may be exercised pursuant to and for the purposes of Legislative Decree 196/2003 and GDPR. The data collected may be communicated to the staff of the Procuring Body in charge of the procedure and to any other subject with an interest therein, subject to the provisions of Article 21.

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

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

25 SOLE PROJECT MANAGER

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

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