

**TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE
OF THE IMPLEMENTING BODY OF THE INFORMATION AND PROMOTION PROGRAM OF
AGRICULTURAL PRODUCTS IN THE THIRD COUNTRIES MARKETS: UNITED KINGDOM AND
SWITZERLAND**

1 Introduction and preliminary information

The CONSORZIO VINI ALTO ADIGE (hereinafter the implementing body), based in Via Crispi 15, 39100 Bolzano (BZ), P. IVA 02676390210 and C.F. 94097990215, intends to present, as the lead body of a proposing group, **a three-year information and promotion program (2022-2023-2024)**, on the internal market, based on EU Regulation no. 1144/2014 of the European Parliament and of the Council, in particular on the next Call 2021 for simple programs and therefore

ANNOUNCES

pursuant to the reference articles of Reg. (EU) no. 1144/2014, of the Delegated Reg. (EU) n. 2015/1829, of the Implementing Reg. (EU) n. 2015/1831, **a call for tenders for the selection, through an Open Competitive Procedure, of an implementing body** in charge of carrying out the actions (activities / initiatives) aimed at achieving the objectives envisaged within the Program which will be presented and which, if the application is positively accepted, it will take place in the following target countries: UNITED KINGDOM and SWITZERLAND and will concern the following products with a EU recognition name:

Origin product recognition code - Dossier number ¹	Product ²
PDO-IT-A0293 ³	ALTO ADIGE O DELL'ALTO ADIGE O SUDTIROL O SUDTIROLER DOP
PDO-IT-A0780 ⁴	ETNA DOP
IT/PDO/0117/0017	PECORINO ROMANO DOP
IT/PDO/0005/0337	RISO DI BARAGGIA BIELLESE E VERCELLESE DOP

Economic operators, who meet the requirements indicated in the aforesaid EU Regulations, as specified in the following paragraphs, are invited to submit an offer on the basis of the indications described in this document in paragraph: "Technical specifications".

Hereby it is specified that, since this call for proposals is aimed to pursue a promotional program which has not yet be submitted for a contribution of EU funds (upon Reg.EU no. 1144/2014), if the **CONSORZIO VINI ALTO ADIGE** does not fall within the proposing organizations selected within the aforementioned Call for proposals, the award of the services covered by this tender will be considered worthless and ineffective. The successful bidder will never have any right or expectation from the **CONSORZIO VINI ALTO ADIGE**, which cannot be the subject of any request for reimbursement or request for damages.

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

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

² Fonte: <https://www.qualigeo.eu/>

³ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

⁴ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

CONSORZIO VINI ALTO ADIGE will use the proposal formulated by the selected operator in order to submit the Call 2021 Simple programs application - EU Reg. 1144/2014

1.1 Reference regulatory framework

The framework of regulatory references essential for the execution of the Program 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 actions concerning agricultural products carried out in the internal market and in third countries and which repeals Regulation (EC) no. 3/2008 of the Council;
- Commission Delegated Regulation (EU) 2015/1829 of 23 April 2015, which supplements Regulation (EU) no. 1144/2014 of the European Parliament and of the Council, relating to information and promotion actions concerning agricultural products made in 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 relating to information and promotion measures concerning agricultural products carried out in the internal market and in third countries.
- Guidelines on the tender procedure referred to in the note of the European Commission DDG1.B5 / MJ / DB D (2016) 321077 of 7 July 2016;
- Decree of the Director General of the Department of Competitive Policies, Agri-Food Quality, Horse Racing and Fisheries, Directorate General for the Promotion of Agri-Food Quality and Horse Racing PQAI V of the Ministry of Agricultural, Food and Forestry Policies (DG PQAI - PQAI 05 - Prot . Exit N.0014513 of 01/03/2019).
- Decree of the Director General of the Department of Competitive Policies, Agri-food Quality, Horse Racing and Fisheries, Directorate General for the Promotion of Agri-food and Horse Racing Quality PQAI V of the Ministry of Agricultural, Food and Forestry Policies (DG PQAI – PQAI 05 – Prot. Exit N. 0029174 of 03/06/2020

The CONSORZIO VINI ALTO ADIGE. is not a body governed by public law within the meaning of Article 2, paragraph 1, point 4, of Directive 2014/24 / EU and, therefore, as indicated in the aforementioned legislation, it is not required to apply the national rules that implement the European Directives on public procurement (in Italy the Legislative Decree 50/2016). However, the contracting body must select the implementing bodies through an open tender procedure in compliance with the principles of cross-border interest, transparency, publicity, impartiality, equal treatment of candidates, as well as the conditions previously indicated in the Guidelines of the European Commission and article 2 of the Decree of the Ministry of Agricultural, Food and Forestry Policies.

The 2014/24 / EU Directive and the Legislative Decree 50/2016 will therefore be applied only if and to the extent that they are expressly referred to in the tender documents (notice and technical specifications and related annexes).

The competitive procedure will in any case ensure compliance with the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection and award criteria provided for the purposes of the services requested and with the value of the same, best value for money and absence of conflicts of interest.

This procedure does not provide for a division into batches.

Indeed, the work packages and related activities are strictly connected to each other and to be carried out according to a logical and functional sequence that can be optimized only by having a single contractor, who must ensure the coordination and integration of the work group and of the different professional skills necessary and involved in the realization of the service.

2. Main project information

Promotion products

Product of origin recognition code - File number ⁵	PRODUCT ⁶
PDO-IT-A0293 ⁷	ALTO ADIGE O DELL'ALTO ADIGE O SUDTIROL O SUDTIROLER
PDO-IT-A0780 ⁸	ETNA
IT/PDO/0117/0017	PECORINO ROMANO
IT/PDO/0005/0337	RISO DI BARAGGIA BIELLESE E VERCELLESE

Contracting body: Consorzio di Tutela Vini Alto Adige (as the lead organization of the project partnership composed by: Consorzio di Tutela Etna DOC, Consorzio Pecorino Romano DOP and Consorzio di Tutela della DOP Riso di Baraggia Biellese e Vercellese)

Target countries: UNITED KINGDOM - SWITZERLAND

Tema: THIRD COUNTRIES AGRI- SIMPLE – 2021-TC- OTHERS

General objective: increase the competitiveness and consumption of the Union's agri-food products, optimize their image and increase market share in the recipient countries.

Specific objectives:

- Increase the competitiveness of the quality products object of the proposal through actions aimed at facing the competition of the wines of the new world and favoring the entry of food products object of the project especially in the Ho.Re.Ca channel (in particular in the segment of Italian restaurants and international quality), in retail (specialized wine shops such as wine shops) and fine food shops
- Increase the recognition of European PDOs by medium-high end consumers reached by the three-year average plan and by operators in the Ho.Re.Ca and press sector through specific information and promotion actions based on technical, historical and experiential of products
- Increase the consumption of the products covered by the project through the inclusion on the Ho.Re.Ca channel, in particular in quality restaurants
- Increase knowledge of agricultural production methods, in particular in terms of respect for the environment and sustainability

Work packages (Work Package -WP) and activities that must be present within the proposals, according to the procedures described in detail within the technical specifications:

- Public relations
- Website, Social media
- Advertising
- Communication tools
- Events
- Point of sales promotions (pos)

Duration of the Program: 36 months (3 annual phases), with indicative start on 1st of March 2022

⁵ Fonte: <http://www.dop-igp.eu/flex/cm/pages/ServeBLOB.php/L/IT/IDPagina/1>

⁶ Fonte: <https://www.qualigeo.eu/>

⁷ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

⁸ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

Budget of the actions of the Implementing Body: up to a maximum of € 1.209.500,00 plus VAT according to the law.

It is specified that the subjects interested in participating in this call for tenders must submit an offer taking into consideration the total budget of € 1.209.500,00 excluding VAT, including the costs and remuneration of the Implementing Body (fee of the economic operator). This amount must also include the economic operator's fee, while it must not include other charges that will be incurred directly by the proposing organizations.

The indicative breakdown of the budget on the target countries is as follows:

TARGET MARKET	AMOUNT (€)
UNITED KINGDOM	725.500,00
SWITZERLAND	484.000,00

Please refer to paragraph 5 below for more detail.

TECHNICAL SPECIFICATIONS

3 Object of the contract

3.1 General description of the service

The service consists in the execution of a part of the Program.

The Implementing Body will therefore have to ensure:

- the project development implementation of the agreed parts of the three-year program, starting from the signing of the contract and in coordination with the beneficiaries;
- the operational activation of the promotional actions and activities foreseen for the period established by the Program, on the basis of the objectives set by the communication strategy, and aimed at achieving the expected results and impact, including through constant monitoring of the activities carried out and their effects, always in constant coordination with beneficiaries;
- the financial-administrative management of the agreed parts of the Program, including periodic technical reports and the final technical report and all the documents necessary for reporting

The service will have to be characterized by qualified technical and operational support, a high quality of the outputs produced, and distinguished by the innovativeness of the messages, the tools with which to convey them and the methods of involvement of the target audience. The development and execution of the agreed activities of the Program must take place in a manner consistent with the general and specific objectives and the communication strategy, taking into consideration the priorities and objectives of the EU Reg. 1144/2104, ensuring a clear recognition of the Program and related promoters of the messages, the tools with which to convey them and the methods of involvement of the target audience. The development and execution of the agreed activities of the Program must take place in a manner consistent with the general and specific objectives and the communication strategy, taking into consideration the priorities and objectives of the EU Reg. 1144/2104, ensuring a clear recognition of the Program and related promoters.

3.2 Methods of execution

For the duration of the contract, the Implementing Body must establish and organize a working group, in compliance with the participation requirements, which is responsible for managing and implementing the Program. **All the activities of the working group, including the choice of companies to subcontract and the related cost estimates, must be agreed, shared and previously approved by the Contracting Body, according to professionally acceptable timelines.**

The successful bidder must ensure that one or more members of the working group are available for periodic monitoring meetings at the headquarters of the Contracting Body, to provide operational support to the activities of the plan that need to be carried out in close coordination with the reference structure and with all partner subjects. The decisions and issues dealt with in these meetings must result from specific minutes drawn up promptly by the Implementing Body and made known by email and approved by the Contracting Body.

The coordination of activities and the exchange of information with the Contracting Body can take place through different and articulated 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 execution plans with respect to what was previously agreed must be previously authorized by the Contracting Body by means of a written document. It is forbidden for the Implementing Body to transfer, in whole or in part, the Program execution service, under penalty of nullity of the transfer itself.

The Contracting Body must approve any suppliers of any related activity or part of those provided for by the Program in writing. The Implementing Body must submit, in advance, at least two proposals with related estimates to the Contracting Body of suppliers that are able to guarantee the same requirements of professional and economic capacity and the commitments set out in point 6.2 below.

3.3 Staff and working group

The Implementing Body must ensure the services concerning to the services entrusted with integrated personnel with legitimate employment relationships and having the professional and technical requirements appropriate for the use. The working group will have to be characterized by a flexible organizational approach to respond to the needs that may arise in the course of carrying out the activities.

Particularly, the staff of the dedicated working group must have a range of skills in particular in these sectors: communication, organization of events and fairs, knowledge and experience of activities carried out in relation to the markets of the target countries, press office, project management, digital web and social management, graphics, etc. In particular, it must be able to preliminarily define quantitative objectives and propose projects consistent with these. It must also provide for adequate monitoring of results.

The Implementing Body assumes full and exclusive responsibility for the various employment relationships which in no way can be attributed to the Contracting Body; the Implementing Body will guarantee full compliance with all contributory and fiscal obligations, as well as contractual obligations in general, also undertaking to observe all the rules on safety in the workplace and any other obligation deriving from the aforesaid relationships deriving from the current regulatory provisions, relieving the Contracting Body from any burden or responsibility in this regard.

For the duration of the contract, the Implementing Body undertakes to:

- a) set up and make available an adequate project team (the people who will directly take care of the work to be done), in compliance with the participation requirements;
- b) agree and share all the team's activities with the contracting entity;
- c) assign suitable personal service, of proven ability, honesty, morality and proven confidentiality, which must maintain the most absolute confidentiality as to what it came to know in carrying out the service;
- d) guarantee the stability and continuity of the service in all circumstances, ensuring staff quantitatively and qualitatively adequate to the needs and respecting the contents of the technical offer;
- e) comply with employment contracts for wages, regulations, social security and insurance;
- f) provide a project contact person who will attend the monitoring meetings at the client's headquarters (these will have a periodicity defined by the client), to give operational support to the Program activities;
- g) provide all possible means of communication that can simplify the coordination, monitoring and control of the Program.
- h) to execute the Program which will be drawn up and countersigned by the parties, in all its parts and in the manner and times established therein, and also provided for by the Grant Agreement;
- i) to provide all the documentation required by the Contracting Body with particular reference to estimates (which must always be anticipated and shared in advance), contracts and expense documents of any suppliers of any related activity or part of those provided for by the Program;
- j) always propose the quantitative objectives to be achieved with each specific action;
- k) monitoring the ex post results by providing support reports.

4 Duration of the service

The contract relating to the service will have as its object the performance of the activities indicated in this notice, under the conditions set out therein and will be signed after the signing, by the proposer, of the Grant Agreement with the Member State and the Paying Agency (AGEA).

The Implementing Body undertakes to perform the services for the duration times and within the deadlines set by the Agreement, by this Technical Specifications, by the time schedule and, unless otherwise provided, according to the times indicated by the proposing party / Contracting Body. The service will last for the duration of the project and for a total of thirty-six months starting from the date of signing the contract.

The Contracting Body reserves the right to cancel the service with at least three months' notice by registered letter with return receipt or certified e-mail in the event of non-compliance with the provisions of this deed.

The client reserves the right to request a postponement of the service execution deadline for a maximum further 6 months, in order to ensure the completion of the activities envisaged by the Program, under the same economic conditions.

5 Type of activities and initiatives foreseen by the Program

The activities and initiatives that will make up the promotional program are similar to the classic information and promotion of high quality agricultural and food and wine products, taking into account the issues to be discussed and the objectives listed above and fall into the following categories:

- WP2- Public relations
- WP3 - Website, Social media
- WP4 - Advertising
- WP5 - Communication tools
- WP6 - Events
- WP7- POS.

The aim is to expand the presence of the Consorzio di Tutela Vini Alto Adige (as the lead organization of the project partnership composed by: Consorzio di Tutela Etna DOC, Consorzio Pecorino Romano DOP and Consorzio di Tutela della DOP Riso di Baraggia Biellese e Vercellese) on the British and Swiss markets

The targets of the activities will be the following:

- Consumers
- Ho.Re.Ca operators, particularly restaurants
- Journalists, influencers and bloggers

Below are the general indications relating to the information and promotional activities that will have to compose the proposals presented as part of this selection procedure

It should be noted that the bidder, within and in compliance with the elements characterizing the WPs listed below, has general indications that must be respected, but is free to formulate, deepen and improve the proposed actions, as well as to modify the related budget, in any case always in a manner that allows to achieve the objectives set by the project.

WP2 – Public relations
Public relation continuous activities
<p>The main objective of the action in question is to communicate the key messages of the promotional campaign on the target markets. The public relations activity will mainly be aimed at:</p> <ul style="list-style-type: none"> • final consumers through: <ul style="list-style-type: none"> ○ the involvement of traditional and digital media dealing with the wine, gastronomy, travel and lifestyle sectors ○ cooperations with important bloggers / influencers / opinion leaders who reach our targets through their social and online platforms / communities • journalists, influencers, press / media bloggers in the sector • Ho.re.ca sector operators, in particular sommeliers and Italian restaurant chefs
THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY
SWITZERLAND € 36.000,00 UNITED KINGDOM € 48.000,00

WP3 - Web site, social media
Online communication

WEBSITE

At the same time as the start of the project, the creation of a dedicated website is expected to serve as an online information platform on the activities carried out.

SOCIAL

In order to start the social campaign with a community already interested in the products, a posting strategy on the social channels of the 4 consortia is envisaged. The proposing body is requested to define an editorial plan for social channels for the duration of the project, specifying that the publication will be borne by the 4 partner Consortia.

THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY

SWITZERLAND €19.000,00
UNITED KINGDOM €30.500,00

WP4 - Advertising

ADV

ADV campaigns will be guided by the project strategy and by the press and PR office work. Advertising campaigns can be carried out on traditional and digital media based on the activities carried out. With reference to advertising in the press and communication media, participants are asked to present their best proposal in terms of publications and channels, in order to achieve the expected results with respect to the pre-established promotional objectives, highlighting possible proposals for media cooperation.

THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY

SWITZERLAND € 114.000,00
UNITED KINGDOM € 163.000,00

WP5 - Communication tools

Communication tools, Information materials and merchandise

The promotional material is a fundamental support for the planned activities. Participants present their best proposal in line with the proposed activities. The proposing party is requested to propose a key-visual of the campaign and a key message. It is also requested to decline the proposals for information material in line with the proposals formulated for WP 2 - WP 6 - WP7

THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY

SWITZERLAND € 43.000,00
UNITED KINGDOM € 63.000,00

WP6 - EVENTS

EVENTS

The events proposed in the target countries must be addressed to the project target group:

- Industry Press;
- Ho.re.ca;
- Retailer / Fine Food;
- Hotel & wine schools;
- Professionals in the sector;
- Key persons / contacts in target markets also engaged in public administration sectors in the export sector

Events must be characterized by anticipating with a minimum:

- 1 participation in a wine & food sector fair in Switzerland in year 3

- 2 participation in a wine & food sector fair in Great Britain to be held 1 in year 2 and one in year 3
- Seminars and workshops will have different formats depending on the target audience mentioned above. As an example: masterclasses for trade operators, distributors and importers: these masterclasses aim to educate and inform target groups on the European Union quality production methodologies together with the European quality certification of the PDO. The activity is expected to have a significant impact on the preference of products by professionals in the sector. B2B Meetings: A series of meetings between program staff and target market distribution agents will be held in selected markets. The objective of this action is to increase the competitiveness of products and inform operators about the differential value offered by EU quality label products. It should be noted that the workshops / seminars can also have a focus on wine-food pairing with product tastings.
- In-coming activities in the production area covering the 4 promoted denominations by anticipating two in-coming for each project year
- Promotion and information / collaboration activities with the catering sector through the direct involvement of campaign products

It is also required to quote the relative shipping and storage costs

However, each format will provide all the communicative elements highlighted in the strategy, as well as the predominance of the union message

THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY

SWITZERLAND € 255.000,00
UNITED KINGDOM € 392.000,00

WP7 - POS

In store promotion

In order to effectively intercept the final consumer, the campaign provides for the realization in year 2 and 3 of the project, of a few days of information / promotion on two types of points of sale (possibly intercepted during the workshop / masterclass activities carried out):

- selected fine food stores / specialty wine-food stores (no GDO),
- supplier shops / points of sale in the catering sector.

The goal is to encourage the entry of products in the points of sale and in the catering sector, through promotional activities aimed at making the products covered by the campaign known through tastings, with the support of communication tools, in the presence of trained personnel able to transmit and explain the messages and values of quality, wholesomeness and excellence guaranteed by the Community certification of the PDO. Attention to personal training that will lead these tastings is fundamental, as the moment of distribution of the tasting is the cornerstone of the interaction with the final consumer.

THREE YEAR INDICATIVE BUDGET PERTARGET COUNTRY

SWITZERLAND € 17.000,00
UNITED KINGDOM € 29.000,00

SELECTION PROCEDURE FOR THE PROGRAM IMPLEMENTING BODY

6. Requirements for participation in the tender

6.1 Inexistence of causes of exclusion from participation in the tender

Participation in this tender procedure is reserved to economic operators who on the date of submission of the offer declare that there are no grounds for exclusion pursuant to Directive 2014/24 / EU, or related grounds for exclusion:

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

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

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

6.2 Economic and financial capacity requirements

The economic operator who intends to participate in this selection tender:

- must have achieved, in the five-years period 2016-2017-2018-2019-2020, a total turnover of not less than 1.500.000,00 in letters: (Euro one million five hundred thousand / 00) net of VAT, resulting from VAT returns or equivalent tax in the EU ;
- must attach the declaration of its Bank on the financial means necessary to guarantee the execution of the actions foreseen by the Program (suitable bank references);
- must attach a copy of the latest approved financial statement and / or VAT return
- must attach the certificate or registration in the Chamber of Commerce or another Trade register kept in the Member State where the economic operator is based.

The possession of these requirements must be certified 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 a subject in a temporary grouping of companies.

6.3 Technical and professional capacity requirements

The economic operator (single or in a temporary grouping of companies) who intends to participate in this selection tender must:

- having carried out, in the five-years period 2016-2017-2018-2019-2020, services similar to those object of the tender for an amount not less than Euro 1.000.000.00 overall (in words: Euro one million / 00) net of VAT;
- attach the list of main services performed (company CV);
- attach the CVs of the staff employed, in the eventual execution of the Program, which demonstrate a proven experience in services similar to those covered by the tender.

Similar services include (by way of example and not limited to):

- management of complex international promotion projects / programs;
- management of groupings of companies and coordination of work groups;
- planning and management of public contribution programs;
- event and incoming organization activities;
- press office management;
- communication activities, PR, etc. also online;
- information material creation;
- promotional videos creation;
- promotional activities in the agri-food sector.

These requirements must be certified by means of the attached declaration (Annex B) signed by the Legal Representative of the proposing party and the sending of the CVs of the professional figures envisaged in the

execution 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 agent must in any case possess the requirements and perform the services in a majority measure.

7 Award criteria

The contract is awarded on the basis of the criterion of the most economically advantageous tender, according to the breakdown of scores described below, but also taking into account the 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:

1) TECHNICAL OFFER: MAXIMUM 85 POINTS	MAXIMUM POINTS ACHIEVABLE: max SCORE 100
2) ECONOMIC OFFER: MAXIMUM 15 POINTS.	

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

For the assignment of the score the following criteria are established with relative sub-criteria.

TECHNICAL OFFER: MAXIMUM 85 POINTS		
Criteria	Subcriteria	Max score
1. QUALITY OF THE TECHNICAL OFFER - OVERALL STRATEGY	Quality of the articulation of the overall strategy and of the activities and their coherence with the specifications provided by the contract and by the reference Program	Up to 6 points
	Ability to produce the expected results and achieve the objectives set by the project	Up to 4 points
Maximum points achievable		10
2. QUALITY OF THE TECHNICAL OFFER - PROJECT OUTPUT	Creativity and innovation of the communication tools proposed (eg press office management, realization of promotional video, realization of information material and online communication, realization of events and incoming, etc.)	Up to 8 points
	Effectiveness and capacity of the expected outputs to communicate the project message	Up to 4 points
	Quality of graphic design and concept	Up to 5 points
	Quality of the proposal for carrying out the positioning analysis	Up to 3 points
	Quality of the working group dedicated to communication, graphics, event management, etc. of the project (CV evaluation of the dedicated work group)	Up to 10 points
Maximum points achievable		30
3. QUALITY OF THE TECHNICAL OFFER - METHODOLOGICAL APPROACH	Adequacy in the implementation and execution of the actions	Up to 20 points
	Adequacy of planning in terms of consistency with the objectives of the communication strategy and consistency with the timing of the programming: in particular, consistency between the schedule of the proposed activities and effectiveness of the implementation of the individual actions, also in relation to the professional resources involved	Up to 8 points
	Adequacy of the control mechanisms to monitor the correct economic-financial execution of the project and compliance with the time schedule: quality and effectiveness of the procedures for carrying out the actions envisaged	Up to 2 points
	Quality of the work group dedicated to the project management activity (CV evaluation of the dedicated work group)	Up to 10 points
	Additional services / activities proposed to improve the service	Up to 3 points
	Assistance activities provided to the Consortium	Up to 2 points
Maximum points achievable		45
Maximum points Technical offers:		85

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

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

ECONOMIC OFFER: MAX SCORE 15		
EVALUATION ELEMENT	CRITERIA	MAX SCORE
ECONOMIC OFFER 15 POINTS	Economic analysis: Economic analysis of the proposed initiatives, according to market prices	Up to 7 points
	Fee: 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 8 points
Maximum achievable score		15

As for the economic offer for the activities (maximum of 7 points out of 100) the score will be assigned on the basis of the following formula:

$$\text{Economic offer for activities score considered} = \frac{\text{Offer X}}{\text{Max Offer}} \quad \boxed{*7}$$

where

Maximum bid: is the highest economic offer for the activities (SUBTOTAL ACTIVITY) among those presented;
Offer X: is the economic offer for the activities (SUBTOTAL ACTIVITIES) of the economic operator considered.

As concern the economic offer for the fees of the participating economic operator (maximum of 8 points out of 100) the score will be awarded based on the following formula:

$$\text{Economic offer score for the economic operators fee considered} = \frac{\text{Minimum fee \%}}{\text{Fee \% x}} \quad \boxed{*8}$$

where:

Minimum fee%: is the percentage on the economic offer for the lowest participating economic operator fees among those presented;
Fee% X : is the percentage on the economic offer for the economic operators fee considered.

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

Increased offers are not permitted.

The opening of the certified mail C relating to the economic offer will take place in public session at the conclusion of the evaluation work carried out by the aforesaid Commission.

Based on the scores assigned to the offers, the ranking will be drawn up.

The award will be made to the competitor who has submitted an offer which, having all the minimum mandatory requirements, will result in having a higher overall score (technical offer score + economic offer score).

In the event of a tie score, the contract will be awarded to the competitor who will receive the highest score in the technical offer. In the event of a tie between the economic offer and the technical offer, a draw will be held.

The Contracting Body is not required to pay any compensation to competing companies, for any reason or reason, for the bids submitted.

Once the required checks on the possession of the prescribed requirements have been completed, the contract will be awarded.

The award immediately binds the entrant entrusted with the tender, while the Contracting Body will be definitively committed only when, pursuant to the law, all the consequent deeds necessary for the performance of the tender will have achieved full legal effect.

In the event that the assignee does not present himself for the stipulation of the contract or in which the falsity of the declarations given is ascertained, the Contracting Body reserves the right to confer the task on the subject subsequently placed in the ranking, having carried out the checks of rite

The CONSORZIO VINI ALTO ADIGE will proceed with the award even if only one valid offer is presented, provided it is fair.

The implementing body reserves the right not to proceed with the award if no offer is convenient or suitable in relation to the subject of the contract.

The results will be communicated via Legal email to the participants and will be published on the website of the CONSORZIO VINI ALTO ADIGE

8 Presentation

8.1 How to present the proposals

The bodies interested in participating in the call for tenders for the selection of the Implementing Body must, under penalty of exclusion, send all the necessary documentation through 3 different certified e-mails (PEC) so identifiable by the description given in the "Subject" field:

- **CERTIFIED MAIL A - administrative documentation, which must contain:**
 - a) request to participate in the procedure according to the model in Annex A, completed and signed by the legal representative;
 - b) the declarations required according to the model in Annex B, completed and signed by the legal representative;
 - c) identity document of the subscriber (s);
 - d) declaration of the Bank of the possession of the necessary financial means to guarantee the execution of the actions foreseen by the Program (suitable bank references);
 - e) inspection of the Chamber of Commerce or entry in a commercial register kept in the Member State where the economic operator is established;
 - f) CV of the operator (s) bursar (s) interested in participating in the selection procedure and submitting the offer (company CV);
 - g) copy of the latest approved budget and / or VAT return

- **CERTIFIED MAIL B - technical offer, which must contain:**

- a) technical report containing the detailed description of the activities using the references indicated in the following chapter: PROCEDURE FOR THE PREPARATION OF THE TECHNICAL OFFER – CERTIFIED MAIL B;
 - b) CV of the personnel employed;
 - c) Annex C
- **CERTIFIED MAIL C - economic offer**, which must contain the indication of the economic offer for the activities (SUB-TOTAL ACTIVITY) and the fee of the economic operator considered according to the model described in the following chapter: METHOD OF PREPARING THE ECONOMIC OFFER – CERTIFIED MAIL C

In the following sections (Methods of preparation of the technical offer and Procedures for preparing the economic offer) indications are provided on how the technical and economic offer should be drawn up.

The documentation must be written in Italian, must be submitted in electronic format - non-editable, printable and copyable PDF and file.xls - by certified email, by the participant in the tender no later than 31st of March 2021 – local time 12,00

All documents must be signed by the legal representative of the economic operator participating in the selection procedure; in the case of a temporary grouping already established, it must be signed by the legal representative of the competitor designated as the Group Leader; in the case of a temporary grouping that has not yet been established, the offer must be signed by all the parties that will make up the aforementioned grouping.

CERTIFIED MAIL address to which proposals must be sent within the aforementioned deadline:
vinaltoadige.progetti@pec.konmail.net

It is required to send three separate transmissions via PEC [3 certified mail messages (PEC)].

The following wording must be indicated in the subject of each PEC:
CALL FOR SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY IN CHARGE OF THE IMPLEMENTATION OF THE INFORMATION AND PROMOTION PROGRAM FOR AGRICULTURAL PRODUCTS - INTERNAL MARKET - DO NOT OPEN.

In the object, the individual certified e-mails must then also report the additional identification:

- PEC A - administrative documentation;
- PEC B - technical offer;
- PEC C - economic offer.

8.2 Procedures for opening tenders

Following the entry into force of the Urgent Measures for the containment and management of the epidemiological emergency from COVID-19, in compliance with the provisions in order to avoid contacts and travel, the sessions of the Evaluation Commission will always take place privately and remotely via a videoconferencing platform. In the event that the health situation allows it, it will be possible to proceed with the opening of the certified e-mails through the presence mode.

Date: 01/04/2021

Local time: 09,30

Session reserved for the members of the Commission only, carried out in the manner indicated above, for the verification of administrative documentation.

The Evaluation Commission will meet in private session on 01/04/2021 local time 11.30, in order to carry out the procedures aimed at evaluating the technical offers. The work of the Commission will be recorded with an indication of the reasons supporting the assessments carried out.

The evaluation of the technical offers will take place in one or more reserved sessions remotely via an electronic videoconference platform by the Evaluation Commission indicated in art. 7.

Furthermore, as already indicated in art. 7, the economic offer will be evaluated in a private session remotely via an electronic videoconference platform, at the conclusion of the evaluation work on the technical offers carried out by the aforementioned Commission.

For any questions and / or clarifications for the execution of the offer, you can EXCLUSIVELY contact by e-mail to dott.ssa Alexandra Cembran: alexandra.cembran@suedtirolwein.com, which will be answered exclusively in writing.

Any verbal requests or requests sent in a manner other than that indicated will not be taken into consideration.

The communications by the Contracting Body will be made by certified e-mail (certified e-mail) to the certified e-mail address indicated by the bidder.

9 Tender documents

9.1 Indications regarding irregularities in administrative documentation, - LEGAL MAIL A

The shortcomings of any formal element of the application can be amended through requests for additions and / or documentation from the Consortium, where it's appropriate. Particularly, in the event of lack, incompleteness or any other essential irregularity of the documentation presented, with the exclusion of those relating to the economic offer and the technical offer, the Contracting body assigns the bidder a term, not exceeding ten days, so that the necessary declarations are made, integrated or regularized, indicating their content and the persons who must make them. In case of useless expiry of the regularization period, the competitor is excluded from the race. Deficiencies in the documentation that do not allow the identification of the content or the person responsible for the same constitute essential irregularities that cannot be remedied

9.2 Method of preparation of the technical offer - CERTIFIED MAIL B (PEC B)

Technical report

The operator must indicate his initiatives for each point listed below and the related methods of execution and achievement of the results.

1. OVERALL STRATEGY

The Implementing Body will have to articulate its proposal by proposing the implementation strategies that it considers most effective in pursuing the project objectives using the following indications:

- a) demonstration of the work group's ability to produce the results envisaged by the project;
- b) articulation of the overall strategy: consistency between the overall project strategy and the individual activities;
- c) methods of achieving the specific objectives and results indicated in the project.

2. PROJECT ACTIVITIES

The Implementing Body will have to articulate its proposal by proposing types of activities and the implementation methods that it deems most effective for the production of the project outputs using the following indications:

- a) description of the activity plan: proposal relating to the implementation methods and contents of the requested project outputs, positioning analysis, graphic proposal and concept and content of promotional messages and their consistency with the Program and capacity of the working group of produce these outputs;
- b) presentation of the working group responsible for carrying out the communication and market analysis activities.

In addition, he must also provide for the compilation of Annex C

3. METHODOLOGICAL APPROACH AND ARTICULATION OF THE ACTIVITIES

For each type of activity reported in the specifications, the specific interventions that are intended to be implemented to achieve the project objectives must be described. The activities and related interventions must be consistent with the strategies proposed for the individual target countries and with the relative target groups identified and must be declined according to the points below:

- a) procedures for carrying out the actions: description of the operating methods used for the provision of the services and relative consistency with the aims and objectives of the proposed communication campaign and with the Program;
- b) time schedule: adequacy of time and resources, foreseen in the time schedule and its coherence with the Program which will have to be articulated over a period of three years;
- c) consistency with the general strategy and the executive procedures of the interventions proposed above;
- d) description of the monitoring mechanisms and the correct execution of the activities;
- e) presentation of any additional activities / services proposed and of the assistance provided to the Consortium;
- f) description of the work group and specific responsibilities in relation to the various activities.

The previous points must be organized and presented according to the criteria and sub-criteria described in art. 7 and by activity.

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

9.3 How to prepare the economic offer - CERTIFIED MAIL C

ECONOMIC OFFER

The costs must be detailed for each action and type of activity necessary for the organization and implementation of the service (SUB-TOTAL ACTIVITY) with an indication of the VALUE OF THE ECONOMIC OPERATOR'S FEE considered according to the following scheme that must be completed for each single year of the project (year 1, year 2 and year 3).

The economic operator's fee must be highlighted.

Below is an example table for year 1. This table must also be completed for each individual year of the project (year 1, year 2 and year 3)

TARGET COUNTRY	United Kingdom			
YEAR	YEAR 1			
Activity Description	Unit cost in €	Measure unit	Value unit	total
WP 2 – PUBLIC RELATION			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 2 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 2			€	€
WP 3 – Web site, social media			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 3 PER YEAR 1			€	€

ECONOMIC OPERATOR FEE WP 3			€	€
WP 4 - Advertising			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY '			€	€
WP 4 PER YEAR 1				
ECONOMIC OPERATOR FEE WP 4			€	€
WP 5 – Communication tools			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 5 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 5			€	€
WP 6 – Events			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 6 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 6			€	€
WP 7 – POS			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 7 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 7			€	€
A)GENERALSUB-TOTAL ACTIVITY PER YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€
B) GENERAL SUB-TOTAL ECONOMIC OPERATOR FEE PER YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€
*A + B) ECONOMIC OFFER TOTAL			€	€

COUNTRY TARGET				
ITALY PER YEAR 1				

TARGET COUNTRY	Switzerland			
YEAR	YEAR 1			
Activity Description	Unit cost in €	Measure unit	Value unit	total
WP 2 – PUBLIC RELATION			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 2 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 2			€	€
WP 3 – Web site, social media			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 3 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 3			€	€
WP 4 - Advertising			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 4 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 4			€	€
WP 5 – Communication tools			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 5 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 5			€	€
WP 6 – Events			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 6 PER YEAR 1			€	€

ECONOMIC OPERATOR FEE WP 6			€	€
WP 7 – POS			€	€
.....			€	€
.....			€	€
.....			€	€
SUB-TOTAL ACTIVITY WP 7 PER YEAR 1			€	€
ECONOMIC OPERATOR FEE WP 7			€	€
A)GENERALSUB-TOTAL ACTIVITY PER YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€
B) GENERAL SUB-TOTAL ECONOMIC OPERATOR FEE PER YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€
*A + B) ECONOMIC OFFER TOTAL COUNTRY TARGET ITALY PER YEAR 1			€	€

NB: THE TOTAL OF THE ECONOMIC OFFER must be at most equal to the total amount of this selection procedure (€ 1.209.500,00 NO VAT).

The Implementing Body's fee (fee of the economic operator) must be at most equal to 14% of the total cost referred to the actions (SUBTOTAL ACTIVITY).

The economic operator must also fill in the following summary table given as an example

TARGET COUNTRY	UNITED KINGDOM			SWITZERLAND			TOTAL	% FEE
	YEAR 1	YEA R2	YEAR3	YEA R 1	YEAR 2	YEAR 3		
A) GENERAL SUB-TOTAL ACTIVITIES FOR EVERY SINGLE YEAR (SUB TOTAL ACTIVITY WP2 + SUB TOTAL ACTIVITY WP3 + SUB TOTAL ACTIVITY WP4 + SUB TOTAL ACTIVITY WP5+ +SUB TOTAL ACTIVITY WP6+ SUB TOTAL ACTIVITY WP7)	€	€	€	€	€	€	SUMMA TORY YEAR1 + YEAR 2+ YEAR3	

B) GENERAL SUB-TOTAL FEE ECONOMIC OPERATOR FOR EACH SINGLE YEAR (ECONOMIC OPERATOR FEE WP2 + WP3 + ECONOMIC OPERATOR FEE WP4 + ECONOMIC OPERATOR FEE WP5 + ECONOMIC OPERATOR FEE WP6 + SUBTOTAL ACTIVITY WP7)	€	€	€	€	€	€	SUMMATORIAL YEAR1 + YEAR 2+ YEAR3	Enter value B) / A) in% (with value approximated to max 3 digits after the comma)
A + B) TOTAL ECONOMIC OFFER TARGET COUNTRY XXXXXXXX FOR EVERY SINGLE YEAR	€	€	€	€	€	€	SUMMATORIAL YEAR1 + YEAR 2+ YEAR3	

The set of tables above as an example (3 tables relating to the 3 years of the project for each target country + 1 summary table), will form the economic offer and will be included in the PEC C - Economic offer.

In addition, the economic operator will have to provide on electronic support, the economic offer both in .pdf and .xls format.

10 Work group

The assignee assumes all legal insurance and social security charges, undertakes to comply with the regulations in force on the subject of occupational safety and remuneration of employees and, in general, undertakes to comply with all the obligations deriving from laws, regulations, collective agreements and supplementary company agreements on labor relations, in relation to all the persons who carry out activities in favor of the same, both in direct dependence, as well as occasionally, with contracts of any kind.

The assignee assumes all responsibility for damages or injuries that may arise to said persons or be caused by such persons in the performance of any activity, directly or indirectly, inherent in the services covered by this procedure.

11 Obligations of the Implementing Body

The selected Implementing Body undertakes to collaborate with the contracting authority in drafting the project which will be presented on the 2021 Simple Programs Announcement of Reg. (EU) no. 1144/2014.

In case of approval of the aforementioned project and the implementation of the Promotional Program, the following will be borne by the Contractor / Implementing Body:

- the performance of the services covered by the contract, in agreement and collaboration with the Contracting Body and the full and unconditional acceptance of the contents of this specification;
- the observance of every indication contained in this specification, even if not specifically mentioned in this article, of rules and standards in force both at national and community level, as well as those that may be issued during the contractual period (including the rules regulations and municipal ordinances), with particular regard to those relating to hygiene and safety and in any case relating to the subject of the contract;
- the Implementing Body assumes technical and financial responsibility for the actions referred to in Articles 3 and 5, including that relating to their compatibility with the current European Union legislation and with the rules of the relevant policy
- the Implementing Body will have to supervise the administrative / financial monitoring of the project, including the keeping of records and supporting documents, the transmission of deliverables and the preparation of actions and payment requests

The contractor / Implementing Body must:

- for a period of three years after the payment of the balance, keep records and keep supporting documents, in order to demonstrate the correct implementation of the action and the costs declared eligible;
- if inspections, audits, investigations, disputes or legal actions are underway under the agreement, keep records and supporting documents until the end of these procedures;
- make the above documentation available on request or in the context of controls, audits or investigations;
- make available to the Contracting 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 correct assessment of the effectiveness of the program, in accordance with the regulatory framework and all the information necessary for the preparation of periodic and final reports;
- keep the original documents.

12 Confidentiality and non-disclosure

The successful tenderer may not use, directly or indirectly, either for his own benefit or for that of third parties, the mandate given and the information he will become aware of in relation to it and this even after the expiry of the contract. To this end, the successful tenderer may not disclose, communicate or disseminate the information and data of which it will become aware during the performance of the activities.

The assignee undertakes to respect, in the performance of the activities covered by this procedure, all the principles contained in the current regulatory provisions, relating to the processing of personal data and in particular those contained in Legislative Decree no. 196/2003 and s.m.i. and in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also "GDPR") and to ensure that personal, asset, statistical, registry data and / or of any other kind, of which it will become aware as a result of the services rendered, in any way acquired, are considered confidential and as such treated, while at the same time ensuring the transparency of the activities performed.

The service provider must formally commit himself to give instructions to his staff so that all data and information are treated in compliance with the relevant legislation.

The contractor of the service undertakes to use the aforementioned data and information exclusively for the purposes and within the scope of the activities foreseen by the present specification

13. 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 of the provisions of article 24 of Directive 2014/24 / EU and of art. 42 of Legislative Decree 50/2016.

14. Defaults and resolutions

The Contracting Body has the right to check and verify the proper execution of the service with the help of appointees chosen at its discretion. In addition, the Contracting Body has the right to challenge the services rendered that do not comply in whole or in part with the requirements of the specifications or the offer proposed in the tender. In the event of a dispute, the supplier may request the replacement of personnel inadequate to carry out the services. Much more, to the provisions of Article 1453 of the Italian Civil Code for cases of non-fulfillment of contractual obligations, the contract is 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 case of transfer of all or part of the contract;
- in the event of a violation of the data protection and confidentiality obligations, of such seriousness as not to allow the further continuation of the contractual obligations;
- in the case of serious infringements, duly ascertained, of the safety regulations and any other obligation deriving from employment relationships pursuant to the current regulations (in particular with reference to the regularity of the DURC, etc.), as well as for failure to comply with contractual or legal obligations, regarding salaries, liquidations or social security and insurance treatments in favor of the staff and collaborators employed in the service;
- in the case of unjustified suspension of the service;
- in the case of serious non-fulfillment of the contracted services provided for by the program and other obligations arising from these specifications and / or the contract and / or the time schedule as well as for non-compliance with the project lines presented and any additional indications regarding the quality of the service, contested in writing by the Contracting Body and not resolved within the granted term;
- in the event that the Implementing Body was subjected to bankruptcy or similar procedures limiting the economic and business capacity by the competent bodies;
- in any case in cases of violation of current regulatory provisions.

Any missed disputes and / or previous breaches for which the Contracting Body has not deemed it necessary to make use of the clause itself and / or acts of mere tolerance in the face of previous breaches cannot be understood as a waiver of making use of the clause referred to in this article contractor of any kind.

In the event of termination, the Contracting Body reserves all rights to compensation for damage suffered and in particular reserves the right to demand from the Implementing Body the reimbursement of any expenses in excess of those it would have incurred in the presence of a regular fulfillment of the contract.

In any case, the Implementing Body, in the event of termination, will only be entitled to reimbursement of expenses and the activity actually carried out up to that moment.

The Contracting Body will also have the right to defer the payment of any balance due on the basis of the final settlement account, until the damage that the executing body is required to compensate is quantified.

15 Relations between the contractor and the Administration of the commissioning body

The winning economic operator must identify a contact person in charge of the service, who will have the obligation to work closely with the Executing Director of the Contracting Administration and the Sole Manager in the realization of the Service object of the contract, as well as the operational resolution of issues related to particular business needs.

16 Transfer and subcontracting

The successful tenderer is required to perform the services included in the contract on his own and the same cannot be transferred under penalty of nullity, except in the cases provided for by law. Subcontracting is allowed within the limits and according to the methods indicated in art. 105 of Legislative Decree 50/2016 and amendments

17 Methods of payment

The award amount will be paid as follows:

- deferred installments based on the progress of the service presented at the deadlines set by the Program and by the relevant legislation, up to a maximum of 80% of the contractual amount, following the presentation of a regular invoice, to which appropriate reports must be attached on the activities performed and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions;
- balance of the contract amount, at the end of all the activities envisaged following the presentation of a regular invoice, to which a final report must be attached on the activities carried out and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions.

The invoice, together with the foreseen documentation, must be submitted to the Contracting Body and to the Sole Manager in order to acquire the visa concerning the correct execution of the contract.

18 Controls

The Contracting Body has the right to check and verify the proper execution of the service with the help of appointees chosen at its discretion. Since the contract is financed with European Union resources, controls can be arranged by the competent services of the European Union and / or national authorities.

19 Contractual expenses

Tax disc, stipulation, registration and any other ancillary expense related to the contract, are charged to 50% of the Implementing Body and to the remaining 50% to the Contracting Body.

20 Litigation

For the resolution of all disputes that may arise in the execution of the service, which cannot be defined in a short time by the contracting parties, the competent court is Bolzano

21 Property and use rights

The property and / or utilization and economic exploitation rights of the documents prepared or created by the Implementing Body by its employees and collaborators in the context or during the execution of this service will remain the exclusive property of the Contracting Body which therefore, it may, without restriction, arrange for the publication, dissemination, use, duplication of such intellectual or material works. Said rights, pursuant to Law n. 633/41 "Protection of copyright and other rights granted in its exercise" as amended and supplemented by Law 248/00, shall be understood as being sold, acquired and licensed in a perpetual, unlimited and irrevocable manner. The Implementing Body undertakes to deliver all the products in an open and modifiable format and expressly undertakes to provide the Contracting Body with all the documentation and material necessary for the effective exploitation of the exclusive ownership rights, as well as to sign all documents necessary for the possible transcription of said rights in favor of the Contracting Body in any public registers or lists. The Implementing Body undertakes to comply with the current legislation on the collection and processing of personal data and the protection of databases.

22 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 "GDPR"), we inform you that the the data collected are intended for the choice of the contractor and their conferment is optional, provided that the competitor who intends to participate in the procedure or to win the contract must

provide the Contracting Body with the documentation required by current legislation. The rights of the interested party are those provided for by the aforementioned legislation. These rights can be exercised pursuant to and for the purposes of Legislative Decree 196/2003 and GDPR. The data collected can be communicated to the personnel of the Contracting Body that is in charge of the procedure and to any other person who is interested in it pursuant to Law 241/1990 s.m.i. In particular, with regard to the procedure established by this procedure:

- a. the purposes to which the data collected are held pertain to the verification of the competitors' ability to participate in the tender in question;
- b. the data provided will be collected, recorded, organized and stored for the purpose of managing the tender and will be processed, both by paper and magnetic support, also after the possible establishment of the contractual relationship, for the purposes of the relationship;
- c. the provision of the requested data is a charge under penalty of exclusion from the tender;
- d. the subjects or categories of subjects to whom the data may be communicated are: 1) the personnel of the Contracting Body; 2) the competitors participating in the public tender; 3) any other person who has an interest under the law n. 241/1990 and s.m.i. ;
- e. the rights of the interested party are those set forth in art. 7 of Legislative Decree n. 196/2003 and s.m.i. and articles from 15 to 22 GDPR, to which reference is made;
- f. the active party of the collection is the contracting body and the person in charge is Kofler Andreas

The data controller is Kofler Andreas 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 for adaptation to the GDPR.

For any further aspect in this regard, it is possible to refer to the "Information on the processing of personal data to the customer" of the CONSORZIO VINI ALTO ADIGE and address the requests to the CONSORZIO VINI ALTO ADIGE, in Via Crispi 15, 39100 Bolzano, by letter registered letter, or by e-mail to the e-mail address: info@suedtirolwein.com

23 Sole Manager for the procedure

Sole manager of the procedure pursuant to art. 31 of Legislative Decree 50/2016 is dott.ssa Alexandra Cembran.