

**TECHNICAL SPECIFICATIONS AND PROCEDURE FOR SELECTING THE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS THIRD COUNTRIES - TARGET MARKET: UNITED KINGDOM**

*Approved by the Board of Directors of Prosciutto di Parma Consortium  
of 28 January 2025*

**1 Foreword and preliminary information**

**The Consorzio del Prosciutto di Parma** (hereinafter referred to as "Awarding Body" or "Consortio"), with registered office in Parma (PR) - 43121 Largo Calamandrei 1/A, VAT No. 00252820345 intends to submit an Information and Promotion Programme (hereinafter referred to as "Programme") for a three-year period (2026 - 2027- 2028) on third markets in accordance with EU Regulation No. 1144/2014 of the European Parliament and of the Council **AGRIP- SIMPLE - 2025 - TC OTHER GEOGRAPHIC AREAS: UNITED KINGDOM**

To this end

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Pursuant to the reference articles of Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831, a **call for tenders for the selection, by means of an Open Competitive Procedure, of an Implementing Body** in charge of carrying out the actions (hereinafter referred to as "activities" or "initiatives") aimed at achieving the objectives envisaged **under the Programme submitted under Regulation (EU) No. 1144/2014 of the European Parliament and of the Council - Call 2025** and which, will take place in the United Kingdom and will cover the following product

<b>Product of origin recognition code - Dossier number<sup>1</sup></b>	<b>Product</b>
PDO-IT-0067	PROSCIUTTO PARMA PDO

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

**It is hereby specified from the outset that, since this Call for Proposals is aimed at the execution of a promotional programme that has yet to be the subject of an application for a contribution from the above funds, should the Consorzio del Prosciutto di Parma not be among the proposing organisations selected within the scope of the above-mentioned Call for Proposals, the award of services covered by this tender shall be considered invalid and ineffective. In this case, therefore, no obligation shall remain with the Consorzio del Prosciutto di Parma and no claim for reimbursement or damages may be made.**

The proposal formulated by the selected economic operator will be used by the Consorzio del Prosciutto di Parma for the submission of the application for a grant under the Call for Proposals **"AGRIP- SIMPLE - 2025 - TC - OTHER GEOGRAPHIC AREAS - UNITED KINGDOM** EU Reg. 1144/2014.

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

In the event of refusal of approval of the programme on the 2025 call by the European Commission, the Consortium reserves the right to re-submit the programme designed in collaboration with the selected implementing body in the framework of one or more official calls for proposals of the European Commission no later than August 2026

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

## **1.1 Legal 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 execution 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
- **Annual Work Programme 2025 - EU Reg No. 1144/2014**
- **Call for proposals AGRI-SIMPLE 2025 of 22 January 2025**

The Consorzio Prosciutto di Parma is not a body governed by public law within the meaning of Article 2(1)(4) of Directive 2014/24/EU and, therefore, as indicated in the aforementioned legislation, it is not required to apply the national rules transposing the European Directives on public procurement (in Italy, Legislative Decree 36/2023). **However, the Consortium must carry out the selection of the Implementing Body 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).

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 programme, to identify a single implementing body, which can carry out all the activities foreseen in this 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 Implementing Body, which 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

### Product being promoted:

Product of origin recognition code - File number <sup>2</sup>	Product
PDO-IT-0067	PROSCIUTTO PARMA DOP

**Contracting Body:** Consorzio del Prosciutto di Parma

**Target countries:** United Kingdom

### Groups

Main target audience: end consumer

Secondary targets:

- Retail sector operators
- Media operators

### General Objective

The objectives of this programme must be in line with the general and specific objectives and targets listed in Articles 2 and 3 respectively of Regulation (EU) No 1144/2014, highlighting in particular the specific characteristics of agricultural production methods in the Union, especially in terms of food safety, traceability, authenticity, labelling, nutritional and health aspects, and the characteristics of agricultural products and foodstuffs, especially in terms of quality, taste, diversity or traditions. The expected final impact is to improve the competitiveness and consumption of the Union's agri-food products, to increase their visibility and market share in these countries

The objectives of the programme, in accordance with the general and specific objectives and aims listed in Articles 2 and 3 respectively of Regulation (EU) No 1144/2014, are to *strengthen the competitiveness of the European Union's agricultural sector and the consumption of agri-food products by optimising their image and increasing their market share in the target country United Kingdom* by encouraging increased levels of recognition

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

by European consumers of the logo associated with quality schemes and 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.

**Expected final effect:** to improve the competitiveness and consumption of the Union's agri-food products, in particular Prosciutto di Parma PDO, optimise its image and increase its market share in the target country.

## **BRIEF FOCUS ON THE UK MARKET**

*As of 2024, the Province of Parma was the 2nd in terms of economic impact (value) of the Italian PDO economy.*

*The PDO Parma Ham denomination, in 2023, saw a decrease in certified production, but an increase in production value of 2% (Source: Ismea - Qualivita Report 2024).*

*The United Kingdom is the fourth largest export market for Parma Ham, after the United States, France and Germany. In 2023, it absorbed approximately 9% of the total export volume. In 2023, 238,179 Parma Hams were exported to the country, of which 221,596 were pre-sliced and 16,583 whole. Particularly relevant to the UK market is the pre-sliced segment, which accounted for 93% of total exports in 2023, highlighting the growing consumer preference for this practical, ready-to-eat format.*

*2024 marked the beginning of the adoption of alternative materials for Parma packaging. Out of a total of 13,778,495 trays exported to the UK, almost 130,000 were packed in paper, a sign of the growing interest in more sustainable packaging solutions.*

*Undoubtedly, Brexit has had important effects on the export of the product; the numerous physical controls on goods at the UK border lead to an increase in the cost of exports with repercussions for both exporters and consumers. In addition to this, it is underlined that the export data of PDO - PGI quality products to the UK, draw a trend that, starting from 2020, shows a decrease in exported quantities for an overall result that is -6% in 2022 compared to 2018. The share of exports to the UK in total PDO PGI exports also confirms this trend, falling from 7.1% in 2018 to 5.9% in 2022. These are not results that outline a 'collapse' of exports, but when compared to the overall trend of the sector they show signs of a slowdown (Source: Brexit effect on the Italian PDO PGI sector - Market analysis and regulatory framework of the sector survey on protection consortia and PDO PGI companies - Origin Italy, Fondazione Qualivita)*

### **Specific objectives**

- **To increase the recognisability of the quality scheme PDO products and in particular of Prosciutto di Parma DOP by final consumers, large-scale retail sector operators and media operators.** Within the concept of "quality", use/present PDO Parma Ham as an example of the value that the European quality system confers on the products of the various territories of the Union. This value is expressed not only in strict rules on production methods and supply chain controls, but also in the enhancement of the European cultural heritage and the promotion of the diversity of agricultural production and the maintenance of rural areas. In this context, it will also be possible to deepen concepts such as the traditionality of production methods and raw materials and the originality of the productions themselves
- **Increasing Parma Ham consumption within the target country UK.** Following Brexit, as indicated in the brief market focus on pg. 4, Parma Ham has experienced declines in sales so the programme should encourage an increase in market share

- **Increasing the perception of value of the Parma Ham product** and its focus on sustainable solutions such as the paper tray that has been used since 2024 for marketing, especially in large-scale retail trade

**Entities (hereinafter also referred to as 'Economic Operators') participating in this call for proposals will have to present a body of activities and initiatives (information and promotional) developed around a clear and precise market- and target-group-oriented strategy, aimed at achieving the objectives outlined above and consistent with the European Commission's message presented in the programme application with the planned duration and financial resources made available.**

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

- ✓ WP 2 - Public Relations
- ✓ WP 3 - Website, social media
- ✓ WP 4 - Advertising
- ✓ WP 5 - Communication Tools
- ✓ WP 6 - Events
- ✓ WP 7 - POS

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

**Programme duration:** 36 (thirty-six) months (3 annual phases), with an indicative start date of 1 February 2026.

**Budget of the actions to be carried out by the Contracting Organisation:** it should be noted that economic operators interested in participating in this call for tenders should submit an offer taking into consideration the **overall budget up to a maximum of € 2.150.000,00** (in letters: Euro two million one hundred and fifty/00) **VAT EXCLUDED** in accordance with the law, **including the costs related to the implementation of the project activities and their respective remuneration** (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while not including other charges that will be borne directly by the contracting organisation.

Please refer to section 5 below for more details.

## TECHNICAL SPECIFICATIONS

### 3 Subject 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 execution 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 Organisation prior to their execution.

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, in order to give operational support to the programme activities 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. The selected Implementing Body is requested to hold a co-ordination meeting with the whole team, including the Procuring Agency, at least quarterly.

#### 3.3 Staff and Working Group

The Implementing Body must ensure the performance of the services to be entrusted with integrated personnel with legitimate employment relationships and having the appropriate professional and technical requirements for the employment and implementation of the project. The working group identified by the Implementing Body 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.

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 Executing Organisation 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 organisation;
- b) agree and share all team activities with the contracting body in advance;
- c) employ suitable personnel of proven ability, honesty, morality and confidentiality, who shall maintain absolute secrecy about what they learn in the course of their duties;
- d) guarantee the stability and continuity of the service under all circumstances, ensuring personnel quantitatively and qualitatively adequate to the needs and in compliance with the contents of the technical offer;
- e) comply, with regard to its staff, with employment contracts concerning wage, regulatory, social security and insurance treatment;
- f) provide for a Project Contact Person to attend monitoring meetings at the premises of the contracting organisation (these will be held at intervals defined by the latter), in order to give operational support to the Programme's 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 contract relating to the service shall cover the performance of the activities indicated in these technical specifications, under the conditions set out therein, and shall be signed following the signature by the contracting body of the Grant Agreement with the Member State and the Paying Agency (AGEA).

The Implementing Body undertakes to perform the activities 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 last for the duration of the programme and for a total of 36 (thirty-six) months from the date of the conclusion of the agreement.

The Procuring Organisation reserves the right to give the Executing Organisation at least 3 (three) months' notice of termination of the service by registered letter with acknowledgement of receipt or by 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 (six) months, in order to ensure the completion of the activities envisaged in the Programme, under the same economic conditions.

## 5 Types of activities and initiatives in the Programme

The activities and initiatives (Work Package - WP) that are to make up the Promotional Programme are similar to the classic information and promotion 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
- WP 6 - Events
- WP 7 - POS

### Target groups:

Main target audience: end consumer

Secondary targets:

- Retail sector operators
- Media operators

Below are the general indications concerning the information and promotional activities that will have to make up the proposals submitted by the economic operators within the framework of this selection procedure.

It should be noted that the bidder within and in compliance with the WPs indicated has broad indications, but is free to formulate and deepen the proposed actions in compliance with the WPs listed and in any case always in a way that enables the programme's objectives to be achieved.

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

The strategy is required to:

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

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

It is requested that the overall strategy identifies 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.

## WP2 - Public Relations

The main objective of this action is to strengthen the recognition of the Prosciutto di Parma PDO quality brand on the UNITED KINGDOM market by focusing the message on quality, product characteristics and its production cycle in terms of food safety, traceability, nutritional aspects, traditions, respect for the environment and sustainability.

Communication actions must spread and increase the recognisability of the Community logo (PDO symbol). Press office communication activities must be based on key words shared with the Consortium and enriched with all newsworthy cues.

In line with the specific objectives, it is also required to organise at least one press event per year in different cities

The tenderer is requested to ensure cooperation with the Consortium's press office contacts and the prior sharing of communication activities in such a way as to guarantee coherence with the ordinary activities of the press office and PR operators.

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

## WP3 - Web site, social media

### Website

At the same time as the project is launched, the Consortium's website is to be supplemented with pages dedicated to the programme, which are to be updated for the 3 (three) years with the contents of the promotional campaign

### Social

The pages on the website dedicated to the project should be accompanied by a social promotion of the project's activities using the Consortium's active official channels - IG

It is requested to define a strategy for communication on social channels, highlighting and justifying the characteristics for which this strategy is considered suitable and functional for communicating the themes of the information campaign and the messages identified on the UK target country

It should be noted that the Tenderer shall be responsible for preparing the content for the social channels and for the website. The bidder's proposed strategy shall therefore include a detailed editorial plan, indicating the frequency of publication, the period of coverage and the objectives set.

**It is also specified that the direct management and publication of posts on social channels will be the exclusive responsibility of the Consortium.** The tenderer is requested to guarantee cooperation with the Consortium's press office contacts and the prior sharing of communication activities in such a way as to ensure consistency with the Consortium's ordinary activities

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

#### **WP4 - Advertising**

You are requested to submit your best proposal in terms of an advertising strategy envisaging the implementation of integrated programming over 3 (three) years, using print and online media

Bidders are requested to submit their best ADV proposal in order to achieve the defined expected results with respect to the set promotional objectives and country

It should be noted that the proposed strategy must consider the ADV activity as central, which must support the in-store promotion activity envisaged in WP 7

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

#### **WP5 - Communication tools**

The bidder is required to submit at least 2 (two) proposals complete with key message and key visual; proposals are required to express transparency - credibility - authenticity. Proposals should be coherent with the overall programme strategy, integrable into the existing communication ecosystem and suitable for effective message delivery.

It is requested that the tone and style of the language be distinctive and consistent with the identity of the Consortium and the brand, the theme, the project target and functional to the communication. The presentation of some indicative declinations of contents and the main materials for the realisation of the activities is also requested.

When defining the activity plan, provision must be made for the production of communication material that is appropriate and strategically in line with the realisation of the activities envisaged within WP 4 and especially WP 7

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

#### **WP6 - EVENTS**

Proposed events, falling into the following categories, must be suitable for the creation of contact with the target audience targeted by the programme, the creation of content and the dissemination of the timing of the promotional campaign using different media.

The best proposal for an event plan for each project year is requested to include at least:

- Participation in BtoC events proposing a customised format. It is requested **not** to envisage participation in International Fairs, but to propose participation in and sponsorship of existing events aimed at the end consumer. For each project year, participation in at least 1 BtoC event organised in the main UK cities is requested, detailing in the offer at least: sponsored event - mode of participation

The bidder may propose additional events aimed at achieving the objectives and in line with the proposed strategy

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

#### **WP7 - Point-of-Sale Promotion (POS)**

In order to effectively intercept the responsible buyer, the proposal must provide for the implementation of an information/promotion campaign at the large-scale retail trade, either by means of tasting days at the point of sale, or through communication at or near the points of sale (road signs, walls, etc.)

The objective is to convey the key messages of the campaign to consumers, reinforce product knowledge and encourage purchase. The promotion campaign at points of sale must envisage the support of communication tools, project claims, and the use of trained personnel capable of communicating and explaining the messages and values of quality, wholesomeness and excellence guaranteed by Community certification of PDO and Parma Ham specifically.

It is requested that the in-store promotion strategy take into account one of the Consortium's specific objectives of promoting the use paper trays over plastic trays and related sustainability principles

The proposal must contain, in addition to the strategy, an indication of the large-scale retail chains on which the campaign is proposed with an indication of the locations and

It should be noted that the proposed strategy should consider POS and related ADV activity as central (WP 4)

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

## **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 an economic operator 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 Existence of grounds for exclusion from participation in the tender**

Participation in this tender procedure is reserved for economic operators who, on the date of submitting their tender, declare that there are no grounds for exclusion 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 means of the attached declaration (**Annex B**), signed by the relevant legal representative.

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

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

The economic operator intending to participate in this selection procedure:

- it must have accrued in the three-year period preceding the call for competition a turnover of at least €. 2.000.000,00 (in letters: Euro two million/00) net of VAT, as resulting from VAT declarations or equivalent tax in the EU;
- must enclose the declaration of the Banking Institute that the Economic Operator possesses the necessary financial means to guarantee the execution of the actions foreseen by the Programme (suitable bank references);
- must attach 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 relevant legal representative. These requirements must be possessed by the economic operator as a whole, or as an entity in a temporary grouping of companies.

### 6.3 Technical and professional capacity requirements

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

- 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 1.000.000,00 (in letters: Euro one million/00) net of VAT;
- attach a list of the main services performed (company CV);
- enclose CVs of personnel employed, if any, in the execution of the Programme, showing proven experience in services similar to those covered by the tender.

Similar services include (but are not limited to):

- management activities of complex international promotion projects/programmes;
- management of groupings of companies and coordination of working groups;
- design and management activities of publicly funded programmes;
- event and incoming organisation activities;
- press office management activities;
- communication activities, PR, etc. also online;
- production of information material;
- production of promotional videos;
- promotional activities in the agri-food sector
- experience in 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 bidding economic operator 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 Technical Offer must ensure the minimum requirements described in these technical specifications, must be formulated in such a way as to provide all the elements necessary for a complete and thorough evaluation of the content and quality of the proposed service, and must be concise, concrete and feasible.

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

<b>TECHNICAL OFFER: MAXIMUM 85 POINTS</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Maximum score</b>
1.QUALITY OF THE TECHNICAL OFFER - OVERALL STRATEGY	Quality of the articulation of the overall strategy and activities and their coherence with the specifications in the terms of reference of the Promotional Programme	Up to 5 points
	Ability to produce the expected results and achieve the project objectives	Up to 5 points
		<b>Maximum 10</b>
2.QUALITY OF THE TECHNICAL OFFER	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 6 points

- PROJECT ACTIVITIES	Effectiveness and ability of the proposed and planned outputs to communicate the project message	Up to 6 points
	Quality of the graphic proposal and concept	Up to 6 points
	Quality of the proposal in identifying the target group and positioning in the target markets	Up to 6 points
	Quality of the working group dedicated to the management of project activities (CV evaluation of the working group dedicated to the implementation of individual project activities)	Up to 6 points
		<b>Maximum 30</b>
3.QUALITY OF THE TECHNICAL OFFER - METHODOLOGICAL APPROACH	Congruence in the way actions are implemented and executed with respect to the way activities and initiatives are carried out under the Programme	Up to 15 points
	Adequacy of planning in terms of coherence with the objectives of the communication strategy and consistency with the planning timetable: in particular, coherence between the proposed timetable of activities and the effectiveness of the implementation of individual actions, also in relation to the professional resources involved	Up to 7 points
	Adequacy of control mechanisms to monitor the correct economic and financial execution of the project, the respect of the timetable and of the 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 body 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
<b>Maximum score Technical offer</b>		<b>85</b>

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

not 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 bidder, 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 structured in such a way that the different elements indicated in the following table can be evaluated.

<b>ECONOMIC OFFER: MAXIMUM 15 POINTS</b>		
<b>Evaluation element</b>	<b>Motivational criterion</b>	<b>Maximum score</b>
<b>ECONOMIC OFFER Max. 15 points</b>	<b>Economic analysis:</b> Cost-effectiveness analysis of the proposed initiatives, according to market prices	Up to 6 points
	<b>Honorarium:</b> Evaluation of the appropriateness of the fee (expressed in man-days) requested by the economic operator bidding for the implementation of each action, based on the cost of each action and the expected benefits	Up to 9 points
<b>Maximum attributable score</b>		<b>15</b>

With regard to the economic offer for activities (maximum of 6 points out of 100), the score will be awarded on the basis of the following formula:

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

where:

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

With regard to the economic offer for the economic operator's fee (maximum 9 points out of 100), the score will be awarded on the basis of the following formula:

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

where:

- Minimum fee %: this is the percentage of the economic offer for the 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 of the technical offer 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 economic operator who has submitted an offer which, having met all the mandatory minimum requirements, is found to have obtained the highest overall score (technical offer score + economic offer score).

In the event of a tie, the contract will be awarded to the economic operator 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 economic operators.

The Tender Organisation is not obliged to pay any compensation to economic operators, for any reason or cause whatsoever, for tenders submitted.

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

The award is immediately binding on the economic operator awarded the tender, while the contracting body will be definitively committed only when, in accordance with the law, all the acts resulting from and necessary for the execution of the tender have taken full legal effect.

In the event that the economic operator awarded the contract 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 economic operator next in the ranking list, once the necessary checks have been carried out.

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

The Contracting Authority 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 participating economic operators and will be published on the website of the Consorzio del Prosciutto di Parma DOP as leader.

## **8 Presentation**

### **8.1 Submission of proposals and deadline**

Economic operators interested in participating in the call for tenders for the selection of the Implementing Body must, under penalty of exclusion, submit all the necessary documentation via:

- PEC via 3 (three) different Certified Electronic Mail (CEM) messages as indicated 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 (three) 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 of the relevant economic operator;
- b) ANNEX B: Declarations, completed and signed by the legal representative of the aforementioned organisation;
- c) ANNEX E: Substitute declaration pursuant to Presidential Decree 445/2000 certifying the absence of conflict of interest with the tendering organisation, third party 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 legal representative;
  - e) declaration by the banking institution that the economic operator possesses the financial means necessary to guarantee the execution of the actions envisaged in the Programme (suitable 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
- e) Annex C: containing the proposed activities in the individual WPs in English and Italian

**PEC C/Envelope C - economic offer, which must contain** the indication of the economic offer for the activities (SUB-TOTAL ACTIVITY) and the economic operator's fee (follow the model "Annex D") and use the references indicated in the following chapter: METHODS FOR PREPARING THE ECONOMIC OFFER - ENVELOPE 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 tender specifications, and must be submitted in electronic format - PDF non-editable, printable and digitally signed where required and file.xls - by PEC and/or sent by post by the economic operator participating in the tender no later than Monday 3 March at 10.00 a.m.**

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 formed**, the offer must be signed by the legal representative of the competing economic operator designated as the group leader.

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

[marketing@pec.prosciuttodiparma.it](mailto:marketing@pec.prosciuttodiparma.it)

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

**Consorzio del Prosciutto di Parma**  
**Largo Calamandrei, 1/A**  
**43121 PARMA (PR)**  
**ITALY**  
**C.A. Dr Paolo Tramelli**

**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 Monday 3 March at 10.00 a.m.** 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 AN IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS - TARGET COUNTRY: UNITED KINGDOM**

**When indicating the sender's data, it is requested to indicate an e-mail/PEC address to transmit the link to the first public session**

**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 - financial offer Flash Drive C inserted in sealed envelope C). The three sealed envelopes must be placed in a single envelope containing them for dispatch.

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

- PEC A or ENVELOPE A - TARGET COUNTRY: UNITED KINGDOM  
ADMINISTRATIVE DOCUMENTATION - NOTICE OF SELECTION OF IMPLEMENTING BODY
- PEC B or ENVELOPE B - TARGET COUNTRY: UNITED KINGDOM  
TECHNICAL OFFER - NOTICE OF SELECTION OF IMPLEMENTING BODY
- PEC C or ENVELOPE C - TARGET COUNTRY: UNITED KINGDOM  
ECONOMIC OFFER - NOTICE OF SELECTION OF IMPLEMENTING 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 Tuesday 4 March 10.00 a.m. - Public session** held in person or remotely via electronic videoconferencing platform for the opening of the PEC A/Envelope A and verification of the administrative documentation. Links will be sent to the PEC addresses from which tenders are sent or indicated on the sender's envelope

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 indicated 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:

- [marketingestero@prosciuttodiparma.com](mailto:marketingestero@prosciuttodiparma.com)

Which will be answered in writing only. Requests **for clarification must be received no later than Thursday 27 February at 12.00** No verbal requests or requests made in any other manner will be considered.

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

## **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 competing economic operator a deadline, not exceeding 10 (ten) days, to make, supplement or regularise the necessary declarations, indicating their content and the persons who must make them. If the deadline for regularisation does not expire, the competing party shall be excluded from the tender. Deficiencies in the documentation that do not permit the identification of their content or of the person responsible for them shall constitute essential irregularities that cannot be rectified.

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

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

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

The economic operator must indicate for each point listed below its initiatives and how they will be carried out and achieve results:-

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

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

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

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

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

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

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

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

- 1) Methods of implementation of the actions: description of the operational methods used for the provision of services and their consistency with the aims and objectives of the proposed communication campaign and the Programme;
- 2) indication of expected KPIs;
- 3) time schedule: adequacy of time and resources, foreseen in the time schedule and its consistency with the programme, which must be articulated over a period of 3 (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 activity and assistance provided to the consortium
- 7) description of the working group and specific responsibilities in relation to the different activities.

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

**The proposed key visual and content of promotional messages must be suitable for the British market/context.**

### **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 (UNITED KINGDOM)

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

- a) General budget summary per country and year
- b) Detailed general budget per country and year

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

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

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

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

\*NB: THE TOTAL ECONOMIC OFFER must be at most equal to the total amount of this selection procedure (€ 2.150.000,00 excluding VAT) (in letters: Euro two million one hundred and fifty thousand/00).

### **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 pre-existing circumstances to be attested, i.e. requirements for participation and documents/elements accompanying the tender. Specifically, the following rules apply:

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

For the purposes of the integration procedure, an appropriate deadline - not exceeding 10 (ten) days - is allocated to the competing economic operator for the necessary declarations to be made, supplemented or regularised, indicating their content and the persons who must make them.

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

If the competing economic operator 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 of the economic operator 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 contracting body. To this end, the successful economic operator shall formulate a specific and justified request indicating the names and curricula vitae of the members proposed to replace those indicated in the tender. Substitution will be admitted only if the proposed replacements present a similar or more qualified curriculum than the replaced persons. Replacement or variation of the team without the consent of the contracting body shall be cause for termination of the contract.

The contracted economic operator shall assume all insurance and social security obligations under the law, undertakes to comply with the applicable rules on safety at work and the remuneration of employees and, in general, undertakes to comply with all obligations arising from laws, regulations, collective agreements and supplementary company agreements on labour relations, in relation to all persons who work for the same, whether directly employed or on an occasional basis, with contracts of any nature.

The successful economic operator 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 - 2025 - IM - EU QS 2024 of Reg. (EU) No. 1144/2014, Delegated Reg. (EU) No. 2015/1829, of Implementing Reg. (EU) No. 2015/1831 and following the signing of the relevant contract, the following shall be borne by the Implementing Body

- the performance of the activities covered by the contract, in agreement and cooperation with the Contracting Organisation and in full and unconditional acceptance of the contents of these specifications;

- adequate and timely information on the implementation of programme activities and achievement of related deliverables and outputs;
- the observance of every indication contained in these 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 Organisation 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 Implementing Body shall:

- for a period of 3 (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 performance of the activities, including the data necessary for a proper evaluation of the effectiveness of the programme, in accordance with the relevant regulatory framework, and all the information required for the preparation of the periodic and final reports;
- keep the original documents.

### **13 CONFIDENTIALITY AND NON-DISCLOSURE**

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

The entrusted economic operator undertakes to comply, in the performance of the activities that are the subject of 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 economic operator entrusted with the service must formally undertake to instruct its staff to ensure that all data and information is processed in compliance with the relevant legislation.

The economic operator awarded the service undertakes to use the aforementioned 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 be entitled to check and verify the proper performance of the service with the help of officials chosen at its discretion. Moreover, the Tender Organisation is entitled to contest services rendered by the Implementing Body that do not comply in whole or in part with the requirements of the tender specifications or the tender proposed in the tender. In the event of a dispute, it may request the Implementing Body 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 breach 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 favour of the Contracting Organisation 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 envisaged in the programme and of the other obligations arising from these specifications and/or the contract and/or the timetable, as well as for non-observance of the project outlines presented and of any supplementary indications regarding the quality of the service, contested in advance in writing - by means of a PEC communication or AR registered mail - by the Contracting 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 defaults for which the Tender Organisation has not decided to avail itself of the clause and/or acts of mere tolerance in the face of previous defaults of the Implementing Body any nature whatsoever shall not be construed as a waiver of the application of the clause referred to in this article.

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

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

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

## **16 RELATIONS BETWEEN THE CONTRACTING IMPLEMENTING BODY AND THE AUTHORITY'S ADMINISTRATION**

The successful economic operator must identify an internal contact person in charge of 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 implementation 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 economic operator is obliged to perform the services included in the contract on its own and the contract may not be assigned under penalty of nullity, except in cases provided for by law.

Subcontracting is permitted 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 by the implementing body, to which must be attached appropriate 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 the activities foreseen upon presentation of a regular invoice by the Implementing Body, to which a final report on the activities carried out and the products delivered and the relevant statement of expenses incurred must be attached, in accordance with the relevant regulatory provisions.

The invoice, together with the foreseen documentation, must be submitted to the contact person 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 Implementing Body 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 economic operators who have submitted tenders, until the deadline for submitting them expires;
  - 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 director of works and the acceptance body on the claims and reservations of the contracting body.

In relation to the case referred to in subsection (d), access is granted to the economic operator competing for the purpose of defending its interests in legal proceedings in connection with the contract award procedure.

## **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 place of jurisdiction is Parma in the form and manner provided for by law.

## **23 OWNERSHIP AND UTILISATION RIGHTS**

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

## **24 OBLIGATION TO COMPLY WITH THE ORGANISATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE 231/01 AND THE CODE OF ETHICS OF THE PARMA HAM CONSORTIUM**

The Implementing Body is aware that the Consorzio Prosciutto di Parma has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree 231/01 with the relevant Code of Ethics, which it declares to have read on the corporate website and to have understood. The executing body adheres to the principles of the aforementioned Model as well as its annexes and undertakes to comply with its contents, principles, and procedures and, in general, to prevent and abstain from any conduct liable to give rise to the offence hypotheses set out in Legislative Decree 231/01 and its subsequent amendments and additions and set out in the aforementioned Model. It also undertakes to respect and make any of its collaborators, employees respect all the principles contained in the aforementioned documentation. Violation of the rules set forth in the aforementioned documents will represent a serious breach of contractual obligations capable of determining the termination of this agreement.

## **25 DATA PROCESSING**

Pursuant to Legislative Decree 196/2003 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also referred to as "GDPR"), please be informed that the data collected are intended for the selection of the contracting economic operator and their provision is optional, it being understood that the economic operator competing 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 by Art. 13 of the aforementioned law and may be communicated by sending a request via email to [info@prosciuttodiparma.com](mailto:info@prosciuttodiparma.com). 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 party with an interest therein, subject to the provisions of Article 21. The data will be kept for the time necessary to complete the tender procedure and to fulfil legal obligations.

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

- a) the purposes for which the data collected are held are inherent to the verification of the ability of competing economic operators 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 competing economic operators 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) active subject of the collection is the Contracting Body Consorzio del Prosciutto di Parma

The data controller is Consorzio del Prosciutto di Parma 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 processing of data, please refer to the Consorzio del Prosciutto di Parma's "Information on the processing of personal data" by sending an e-mail request to [info@prosciuttodiparma.com](mailto:info@prosciuttodiparma.com).

## **26 SOLE PROJECT MANAGER**

Sole Project Manager pursuant to Art. 15 of Legislative Decree 36/2023 ex Art. 31 of Legislative Decree 50/2016 is Mr. Paolo Tramelli