

**NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION
PURSUANT TO ARTICLE 50(1)(E) OF ITALIAN LEGISLATIVE
DECREE NO. 36/2023 FOR THE ASSIGNMENT OF PR&MR AGENCY,
COMMUNICATION AND PRESS OFFICE SERVICES FOR THE
DESTINATION EMILIA-ROMAGNA FOR AND IN DACH GERMAN-
SPEAKING MARKETS (GERMANY, AUSTRIA, SWITZERLAND) –
CIG B56259A6D3**

LETTER OF INVITATION

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1. FOREWORD

With tender resolution no. 179 of 10.12.2024, APT Servizi srl (hereinafter the 'Administration') initiated the negotiated procedure without prior publication pursuant to Article 50(1)(e) of Italian Legislative Decree 36/2023 (hereinafter the 'Code') for the award of PR&MR agency, communication and press office services for and in DACH German-speaking markets (Germany, Austria, Switzerland), complying insofar as is relevant with the technical specifications and contractual clauses set out in the minimum environmental criteria referred to in the Decree issued by the Italian Ministry for Ecological Transition/Ministry of the Environment and Energy Security.

As a result of the market survey carried out by means of publication on the Online Procurement platform and on the institutional website of the Administration on 19.12.2024, whereby the economic operators to be invited to take part in this procedure were identified, your company is being invited to submit a tender for the award of the above services, the contents, conditions and requirements of which are set out below.

Tender submission deadline **12.00 noon on 26.02.2025**.

The procedure will be managed, pursuant to Articles 25 and 26 of Italian Legislative Decree 36/2023, through the Online Procurement platform (<https://aptservizi.acquistitelematici.it>).

The award will be made by applying the criterion of the economically most advantageous bid, based on the best value for money, pursuant to Article 108(1) of the Code.

Tender identifier to be assigned

The Sole Project Manager, pursuant to Article 15 of the Code, is Simonetta Monti.

1.1 THE ONLINE TENDER PLATFORM

Use of the Platform entails the tacit and unconditional acceptance of all the terms, conditions of use and warnings contained in the tender documents, in particular, of Regulation (EU) No. 910/2014 (hereinafter the eIDAS Regulation - electronic IDentification Authentication and Signature Regulation), of Italian Legislative Decree No. 82/2005 on the Digital Administration Code and of the AGID Guidelines, as well as of the information disclosed to users through communications on the Platform.

The Platform shall be used in accordance with the principles of self-responsibility and professional diligence, in accordance with Article 1176(2) of the Italian Civil Code.

The Contracting Authority declines all liability for the loss of documents and data, damage to files and documents, delays in the entry of data and documents and/or in application submission, malfunctions, damage and harm caused to the economic operator, by:

- the malfunctioning of the equipment and connection systems and programmes used by the individual economic operator to connect to the Platform;
- use of the Platform by the economic operator in a manner that does not comply with the letter of invitation and with the provisions of the document entitled "E-procurement Regulations", published at: <https://aptservizi.acquistitelematici.it/regolamento-eprocurement>.

In the event of the failure or malfunctioning of the Platform, not caused by the above-mentioned circumstances, and such as to prevent the proper submission of tenders, in order to ensure the greatest possible participation, the contracting authority may order the deadline for the submission of tenders to be suspended for the time required to restore the normal operation of the Platform and its extension for

period proportionate to the duration of the failure or malfunctioning, and taking into account the seriousness thereof.

The contracting authority reserves the right to act in this manner even when, having excluded negligence on the part of the economic operator, it is not possible to ascertain the cause of the failure or malfunction.

Activities and operations performed within the Platform are recorded and attributed to the economic operator and are deemed to have been carried out at the time and on the day logged in the system records.

The operating system of the Platform is synchronised with the national timescale referred to in Decree No. 591 issued by the Italian Minister of Industry, Trade and Handicrafts on 30 November 1993, via NTP protocol or a higher standard.

The use and operation of the Platform shall take place in accordance with the "E-procurement Regulations" document, published at: <https://aptservizi.acquistitelematici.it/regolamento-eprocurement>, which forms an integral part of this letter of invitation.

The purchase, installation and configuration of hardware, software, digital signature certificates, certified e-mail (PEC) account or, in any case, a qualified certified electronic delivery service address, as well as connections for accessing the Internet network, shall be borne exclusively by the economic operator.

It will be possible to access the Platform at any time from the date of publication of the procedure until the tender submission deadline.

1.2 TECHNICAL EQUIPMENT

In order to participate in this procedure, each economic operator must equip itself, at its own care, expense and responsibility, with technical and IT equipment in conformity with that indicated in this letter of invitation and in the E-procurement Regulations, which govern the operation and use of the Platform.

It is, in any case, indispensable:

- a) to possess at least one personal computer complying with current market standards, with an internet connection and equipped with an ordinary browser making it possible to use the platform properly;
- b) to possess public digital identity system (SPID) credentials pursuant to Article 64 of Italian Legislative Decree No 82 of 7 March 2005 or other cross-border mutual recognition of electronic identification means pursuant to the eIDAS Regulation;
- c) to have a digital domicile listed in the indexes referred to in Articles 6-bis and 6-ter of Italian Legislative Decree No. 82 of 7 March 2005 or, in the case of a cross-border economic operator, a qualified certified electronic delivery service address pursuant to the eIDAS Regulation;
- d) for the legal representative of the economic operator (or a person with appropriate signatory powers) to have a valid digital signature certificate issued by:
 - a body included in the public list of certification bodies kept by the Agenzia per l'Italia Digitale [Agency for Digital Italy] (provided for in Article 29 of Italian Legislative Decree 82/05);
 - a certification body operating under a licence or authorisation issued by an EU Member State and that meets the requirements of Regulation No. 910/14;
 - a certification body established in a non-EU country, when one of the following conditions is met:

- i. the certification body meets the requirements of Regulation No. 910/14 and is qualified in a Member State;
- ii. the qualified certificate is guaranteed by a certification body established in the European Union and that meets the requirements of Regulation No. 910/14;
- iii. the qualified certificate, or the certification body, is recognised under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

1.3 IDENTIFICATION

In order to be able to submit a tender, it is necessary to access the platform.

Access is free of charge and is permitted subject to the online identification of the economic operator.

Economic operators can be identified either through the public digital identity system (SPID) or through other cross-border mutual recognition of electronic identification means under the eIDAS Regulation. They can also login to the Platform using the specific credentials assigned at the time of registration. Once the identification procedure has been completed, each identified economic operator is attributed a profile to be used in the tender procedure.

Any requests for IT assistance concerning identification and access to the Platform should be sent to the contacts indicated at <https://aptservizi.acquistitelematici.it/> under 'Support'.

2. TENDER DOCUMENTS, CLARIFICATION AND NOTICES

2.1 TENDER DOCUMENTS

The tender documentation includes:

- 1) the letter of invitation and its annexes;
- 2) Special Tender Specifications;
- 3) integrity pact (provided for in Article 1(17) of Italian Law 190/2012 and ANAC Guideline No. 15/2019-Resolution No. 494/2019);

The tender documentation can be accessed free of charge through the institutional site of the contracting authority at: <https://www.aptservizi.com/azienda/bandi-di-gara-richieste-di-offerta/pubblicazioni-di-bandi-di-gara-e-richieste-di-offerta/> and on the Online Procurement Platform.

2.2 CLARIFICATION

Clarification regarding this procedure can be obtained by electronically submitting written queries at least 6 days before the tender submission deadline using the **Queries/Messages** section of the Platform.

Queries and answers can be written in Italian or English.

Answers to queries submitted in good time will be provided in electronic format at least 3 days before the tender submission deadline, including by publishing the queries (anonymously) and their answers on the Online Procurement Platform, by generating a **Clarification**. Tenderers are invited to consult this section of the Platform regularly.

The Platform sends economic operators an automatic warning message.

Requests submitted in ways other than those indicated above will not be answered.

2.3 NOTICES

All notices and exchanges of information between the contracting authority and economic operators shall be carried out in accordance with Italian Legislative Decree No. 82/05, through the digital procurement

platforms and, as far as not provided for therein, using the digital domicile extracted from one of the indexes referred to in Articles 6-bis, 6-ter, 6-quater, of Italian Legislative Decree No. 82/05 or, for cross-border economic operators, through a qualified certified electronic delivery service address pursuant to the eIDAS Regulation.

In the event of a platform malfunction, the contracting authority shall send any notices to the digital domicile listed in the indexes referred to in Articles 6-bis, 6-ter, 6-quater of Italian Legislative Decree No. 82/05.

In the case of temporary groupings, EEIGs, network aggregations or ordinary consortia, even if not yet formally constituted, the grouped, aggregated or consortium-member economic operators shall elect a digital domicile at the lead member/consortium leader for the purpose of receiving notices relating to this procedure.

In the case of consortia referred to in Article 65 (b), (c) and (d) of the Code, a notice delivered to the consortium in the manner indicated above shall be deemed validly delivered to all the consortium members.

In the case of availment, a notice delivered to the tenderer in the manner indicated above shall be deemed validly delivered to all the auxiliary companies.

3. PURPOSE OF THE CONTRACT, VALUE AND SUBDIVISION INTO LOTS

The contract consists of a single lot as the services are so closely related that there are no reasons of economic convenience and efficiency that would justify dividing them into functional lots.

no	Description of services/goods/works	CPV	M (main) S (secondary)	Amount
1	PR&MR agency, communication and press office services for the destination Emilia-Romagna for and in DACH German-speaking markets (Germany, Austria, Switzerland) for 12 months	79416000-3 Public relations services	M	65,000.00
2	Renewal option for a further 12 months			65,000.00
3	Option referred to in Article 120(1)(a)			30,000.00
Tender amount				65,000.00
Safety charges relating to interference risks not subject to reduction <i>[indicate € 0.00 if there are no such risks]</i>				00.00
Total amount				160,000.00

The service will be provided outside the contracting authority's premises and will be carried out exclusively by the personnel of the successful tenderer, not that employed by the contracting authority. The safety costs (costs of preventive and protective measures against interference risks contained in the Single Interference Risk Assessment Document) - are therefore € 0.00 (zero).

The tender amount includes labour costs that the contracting authority has estimated at € 25,500.00 per year, calculated on the basis of the estimated hourly employment of the personnel required to perform

the service, calculated on the basis of historical data held by the Administration and taking the Collective Bargaining Agreement for the Marketing sector as a benchmark.

Labour and safety costs are deducted from the amount subject to reduction. This is without prejudice to the possibility for the economic operator to prove that the overall reduction in the amount results from a more efficient business organisation.

The collective bargaining agreement applied is that for the Marketing sector.

The total amount is net of VAT.

The contract is financed by company budget funds.

4. CONTRACT DURATION, OPTIONS AND RENEWALS

4.1 DURATION

The assignment shall last for twelve months from the moment the contract is signed.

The Administration reserves the right to exercise 1 (one) annual renewal option for a further twelve months at the same regulatory and economic conditions, subject to possible price revisions to be considered pursuant to Article 60 of the Code as set out below in point 4.2.

Pursuant to Article 50(6) of the Code, the Administration reserves the right to initiate the services in advance pending the conclusion of the contract.

Pursuant to Article 17(8) and (9) of the Code, the early performance of services shall always be ordered pending the conclusion of the contract in the cases referred to in the aforementioned section 9.

4.2 PRICE REVISION

If, in the course of the fulfilment of the contract, the occurrence of particular objective conditions results in an increase or decrease in the cost of the service of more than five percent of the total amount, the prices for the services still to be performed shall be updated to the extent of eighty percent of the variation. Price changes shall be calculated using the indices referred to in Article 60(3) of the Code.

4.3 AMENDMENT OF THE CONTRACT DURING PERFORMANCE

Pursuant to Article 120(1)(a) of the Code, the Administration reserves the right to increase the quantity and number of services requested during the contractual term, up to a maximum amount of € 30,000.00 (thirty thousand only). If the Administration intends to request, in whole or in part, an increase in the service within the indicated limit, the contractor shall be obliged to perform the service under the conditions set forth in its technical bid estimate, as requested by APT Servizi. In the event that the Administration does not intend to use all or part of the quantity covered by the option, the contractor shall have nothing to claim against the Administration.

Pursuant to Article 14(4) of the Code, the **estimated overall value** of the contract is € 160,000.00 (one hundred and sixty thousand only), plus VAT, excluding safety costs related to interference risks.

5. ELIGIBLE INDIVIDUAL AND ASSOCIATED ENTITIES AND CONDITIONS FOR PARTICIPATION

Economic operators, including those established in other Member States, may participate in this tender on an individual or associated basis, in accordance with the provisions of Article 65 of the Code, provided that they meet the requirements laid down in the following articles.

Participation in this procedure is reserved for those economic operators that submitted, by the deadline set by this organisation by means of a notice published on 19.12.2024, a valid expression of interest and that were selected during the meeting held on 17.01.2025.

Pursuant to Article 68(19), an individually invited economic operator may submit a tender on its own behalf or as an agent for a group of operators.

6. GENERAL REQUIREMENTS

Participation in the tender is **excluded** for economic operators:

- for which there are grounds for exclusion under Articles 94 and 95 of the Code;
- which are prohibited from contracting with the public administration;
- which have assigned appointments in breach of Article 53(16-ter) of Italian Legislative Decree No. 165 of 2001.

Failure to accept the clauses contained in the integrity pact constitutes **grounds for exclusion** from the tender, pursuant to Article 1(17) of Italian Law 190/2012.

7. SPECIAL REQUIREMENTS AND MEANS OF EVIDENCE

Tenderers, **under penalty of exclusion**, must meet the requirements declared in the expression of interest.

The documents required of economic operators for the purpose of demonstrating fulfilment of the requirements shall be submitted by Italian operators in particular by means of a Virtual Economic Operator File in accordance with ANAC Resolution No. 262 of 20 June 2023.

Pursuant to Article 70(4)(e) of the Code, tenders lacking the qualification required in the expression of interest are inadmissible.

8. AVAILMENT

Pursuant to Article 104 of the Code, the economic operator, whether individual or associated pursuant to Article 65 of the Code, may prove that it possesses the economic, financial, technical and professional requirements pursuant to Article 100(1) b) and c) of the Code by availing itself of the requirements of other parties, including those participating in the grouping.

Availment is not permitted for the purpose of demonstrating possession of the general requirements and professional eligibility.

Pursuant to Article 104(1) of the Code, the availment contract shall contain, under **penalty of nullity**, a specific indication of the resources placed at the disposal of the economic operator by the auxiliary company.

The tenderer and the auxiliary company are jointly and severally liable vis-à-vis the contracting authority for the services forming the subject matter of the contract.

In the event of mendacious declarations, without prejudice to the application of Article 96(15) of the Code to the signatories, the contracting authority shall grant the tendering economic operator a time limit, not exceeding ten days, within which to name another suitable auxiliary company, provided that

the replacement of the auxiliary company does not result in a substantial modification of the economic operator's tender. If the deadline is not met, the contracting authority shall exclude the economic operator.

Except in cases of false declarations, where there are compulsory grounds for exclusion for the auxiliary or where it does not meet the relevant selection criteria, the contracting authority shall, pursuant to Article 104(3) of the Code, require the tenderer to replace the auxiliary company.

Whenever the replacement of the auxiliary company is necessary at any stage of the tender procedure, the committee shall notify the Sole Project Manager, who shall send the tenderer a written request for the auxiliary company to be replaced and establish a reasonable time limit for compliance, starting from the receipt of the request. Within this time limit, the tenderer must produce the documentation regarding the replacement auxiliary company (new avilment declarations by the tenderer, the European Single Procurement Document of the new auxiliary company and the new avilment contract). If the time limit has expired in vain, or if no request for its extension has been made, the contracting authority shall exclude the tenderer from the procedure.

Failure to produce the avilment declaration or the avilment contract may be remedied by means of preliminary assistance, provided that the aforementioned elements already existed and can be proven by documents of a certain date prior to the tender submission deadline.

Failure to indicate the requirements and resources made available by the auxiliary company cannot be remedied as grounds for the nullity of the avilment contract.

9. SUBCONTRACTING

Subcontracting is permissible pursuant to Article 119(1) of the Code. Any agreement entrusting third parties with the performance of all the services put up for tender shall be null and void.

The tenderer shall declare in its tender the parts of the services it intends to subcontract; in the absence of such declarations, subcontracting is prohibited.

The activities referred to in Article 119(3) of the Code do not constitute subcontracted activities.

10. REQUIREMENTS FOR PARTICIPATION AND/OR PERFORMANCE CONDITIONS

The successful tenderer is obliged to ensure the application of the relevant national and local collective bargaining agreement (or sectoral collective bargaining agreements) referred to in point 3, or of another agreement that ensures the same economic and regulatory protection for its own workers and subcontracted workers.

Given the particular type of services and the nature of the contract that will be signed with the successful economic operator, the other social clauses set forth in Article 57(1) of the Code, including the clause aimed at guaranteeing employment stability, shall not apply.

11. PROVISIONAL GUARANTEE

The provisional guarantee referred to in Article 106 of the Code is not required pursuant to Article 53(1) of the Code.

12. MANDATORY INSPECTION

An on-site inspection is not required for participation in the tender procedure.

13. PAYMENT OF THE ANAC FEE

Tenderers shall pay the fee to the Italian National Anti-Corruption Authority provided for by law, amounting to €18.00, in the manner set out in ANAC resolution no. 610 of 19.12.2023

https://www.anticorruzione.it/en/-/portale-dei-pagamenti-di-anac?inheritRedirect=true&redirect=%2Frisultatiricerca%3Fq%3DData%2520di%2520aggiornamento%252023%2520dicembre%25202020%26sort%3DpublishDate_sortable-

The admissibility of the tender is conditional upon the payment of the above fee. Payment shall be verified through the Virtual Economic Operator File. If such verification results in a negative outcome, a preliminary assistance procedure will be activated. Failure to remedy the situation within the allotted time limit, will result in the tender being declared inadmissible.

14. PROCEDURES FOR TENDER SUBMISSION AND SIGNING OF TENDER DOCUMENTS

The tender and the documentation relating to the procedure must be submitted exclusively via the Online Procurement platform (<https://aptservizi.acquistitelematici.it>). Tenders submitted by means other than those stipulated in this letter of invitation shall not be considered valid. The tender and the documentation must be signed with a digital signature or other qualified or advanced electronic signature. Declarations in lieu shall be drawn up pursuant to Articles 19, 46 and 47 of Italian Presidential Decree No. 445/2000.

The documentation submitted as copies shall be produced in accordance with Italian Legislative Decree No 82/05.

Under penalty of inadmissibility, the tender must be submitted via the platform

by 12:00 noon on 26 February 2025

The Platform will not accept bids submitted after the date and time set as the tender submission deadline. The time recorded by the Platform shall be binding for the identification of the date and time of tender submission.

The uploading of all the required documents to the Platform remains at the sole risk of the tenderer. Tenderers are therefore invited to start these activities well in advance of the deadline in order to avoid incomplete and therefore unsuccessful transmission of the tender by the deadline.

The only formats accepted for digitally signed documents are *.pdf, *.p7m and *.tsd, documents of other formats cannot be uploaded to the system. Folders in *.zip format, which must be digitally signed, can also be uploaded to the system.

Each individual document to be uploaded to the system may not exceed 100 MB in size. Simply uploading the tender documents to the System does not imply submission of the tender to the Contracting Authority. In order to transmit the documents, submission must be confirmed by means of the appropriate procedure. The tenderer is required to check that it has completed all the steps required by the System in order to proceed with the submission of the tender.

No reimbursement is payable for participation in the procedure, even in the event that no award is made. Partial, indefinite, multiple and conditional tenders, tenders exceeding the starting price (for lots including several products, reference shall be made to the total value of the lot based on the starting price) and zero tenders shall not be admitted under penalty of exclusion.

14.1 RULES FOR TENDER SUBMISSION

A '**TENDER**' consists of:

- A - **Administrative documents;**
- B - **Technical bid;**
- C - **Economic bid.**

It should also be noted that:

- the tender is binding on the tenderer;
- by submitting a tender, the tenderer accepts all the tender documentation, including annexes and clarifications.

When tenders are submitted, each tenderer is notified.

The Platform informs tenderers when their tender has been successfully submitted.

When submitting its bid, a tenderer that intends to participate in an associated form (e.g. temporary grouping of companies/consortia, whether already constituted or in the process of being constituted) shall indicate the form of participation and the economic operators included in the grouping or consortia.

All the documentation to be produced must be in Italian or English, for foreign economic operators.

The tender binds the tenderer for 180 days after the tender submission deadline.

Up to the day set for the opening, economic operators may use the Platform to request the correction of a material error contained in the technical or economic bid, of which it has become aware after submission deadline. To this end, it may ask to be allowed to make use of this option.

Following such as request, the economic operator will be notified of the manner and timeframe in which to provide the information making it possible to identify and correct the material error. Rectification shall be carried out with due regard for the secrecy of the tender and may not result in the submission of a new tender or substantial modification of the previously submitted tender.

If rectification is deemed unacceptable because it is substantial, the possibility of declaring the tender inadmissible shall be considered.

15. PRELIMINARY ASSISTANCE

Deficiencies of any formal element, and in particular, the absence, incompleteness and any other essential irregularity of the European Single Procurement Document and of the administrative documentation, with the exclusion of those relating to the economic bid and the technical bid, may be remedied through the preliminary assistance procedure referred to in Article 101 of the Code.

An essential irregularity may be remedied where it is not accompanied by a substantial deficiency in the requirement for which the omitted or irregularly produced documentation was provided. Subsequent correction or supplementation of documentation is permissible provided it allows the confirmation of the existence of pre-existing circumstances, i.e. requirements for participation and documents/information accompanying the tender. More specifically, the following rules apply:

- failure to meet the prescribed participation requirements cannot be remedied by means of

- preliminary assistance and results in exclusion from the tender procedure;
- the omission or incomplete or irregular submission of declarations regarding the fulfilment of participation requirements and any other deficiency, incompleteness or irregularity in the European Single Procurement Document and in the application, including the lack of a signature, may be remedied, with the exception of false declarations;
 - failure to produce the avallment declaration or the avallment contract may only be subject to preliminary assistance if the aforementioned documents were pre-existent, as can be proved by documents of a certain date prior to the tender submission deadline;
 - the non-submission of information accompanying the tender or of conditions for participation in the tender (e.g. special collective mandate or undertaking to grant a collective mandate), both of which are relevant at the tender stage, may only be remedied if they are pre-existent, as can be proven by documents of a certain date, prior to the tender submission deadline;
 - the non-submission of declarations and/or information accompanying the tender, which are relevant at the execution stage, can be remedied.

For the purposes of remedy, the contracting authority shall set the tenderer an appropriate time limit - of not less than 5 and not more than 10 days - for the necessary declarations to be made, supplemented or regularised, and their content and the persons required to make them indicated.

If the time limit has expired in vain the contracting authority shall **exclude** the tenderer from the procedure.

Apart from the cases referred to in Article 101(1) and (2) of the Code, the contracting authority may, if necessary, invite tenderers to provide clarification of the content of the certificates, documents and declarations submitted.

In the cases referred to in Article 101(3) of the Code, the contracting authority may request for the content of the technical bid and the economic bid to be clarified.

16. CONTENTS OF VIRTUAL ENVELOPE 'A' - ADMINISTRATIVE DOCUMENTATION

In virtual envelope 'A', the tenderer must include: the European Single Procurement Document, the supplementary declaration and the accompanying documentation, depending on the different forms of participation.

The tenderer will be excluded if the administrative envelope contains economic information.

The tenderer shall indicate, in the supplementary declaration accompanying the European Single Procurement Document, the individual or associated form in which the undertaking is participating in the tender (single undertaking, consortium, temporary grouping of companies, network aggregation, EEIG).

In the case of participation in a temporary grouping of companies, ordinary consortium, network aggregation or EEIG, the tenderer shall provide the identification data (company name, tax code, head office) and the role of each enterprise (lead member/principal; consortium leader/consortium member company).

In the case of a consortium of cooperatives and artisanal enterprises or a stable consortium as referred to in Article 65(2)(b) and (c) of the Code, the consortium shall indicate the consortium member company for which it is participating in the tender; if the consortium does not indicate for which consortium member company(ies) it is participating, it is understood to be participating in the tender on its own behalf.

The European Single Procurement Document and the supplementary declaration shall be signed:

- in the case of a single economic operator, by its legal representative;
- in the case of an already constituted temporary grouping or ordinary consortium, by the legal representative of the lead member/consortium leader;
- in the case of a temporary grouping or ordinary consortium that has not yet been constituted, by the legal representative of each of the entities that will form the grouping or consortium;
- in the case of network aggregations, the rules laid down for temporary groupings shall apply, in so far as they are compatible. More specifically:
 - if the network has a common body with power of representation and legal subjectivity (known as a network-subject), by the legal representative of the common body;
 - if the network has a common body with power of representation but lacking in legal subjectivity (known as a network-contract), by the legal representative of the common body as well as the legal representative of each of the economic operators belonging to the network aggregation;
 - if the network has a common body without power of representation, or it does not have a common body, or if the common body lacks the qualification required to act as lead member, by the legal representative of the economic operator of the network that acts as the lead member, or, in the case of participation in the form of a grouping that is yet to be constituted, by the legal representative of each of the economic operators in the network aggregation.

In the case of a consortium of cooperatives and artisanal enterprises or a stable consortium, the tenderer shall enclose a certified true copy of the original power of attorney or, in the sole case in which the tenderer's chamber of commerce certificate expressly indicates the powers of representation conferred by the power of attorney, the declaration in lieu made by the attorney attesting to the existence of the powers of representation as indicated in the certificate.

16.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT

ESPD - European Single Procurement Document, to be filled out online and generated on the website <https://espd.eop.bg/espd-web/filter?lang=it>, saved in pdf format and enclosed during participation in the relevant tender procedure to the administrative envelope, under the heading European Single Procurement Document (European Single Procurement Document).

The completed and digitally signed document allows the operator to certify its possession of the general requirements under Articles 94 and 95 of the Code.

Supplementary declarations and accompanying documentation

16.2 SUPPLEMENTARY DECLARATION

Each tenderer must make the supplementary declaration (**use Form A**), digitally signed by a director with power of representation or by a special attorney (in which case the special power of attorney or a certified copy thereof must be attached) certifying:

1. confirmation of the fulfilment of the requirements for participation declared in the expression of interest;
2. unconditional and unreserved acceptance of all the rules and provisions set forth in the Special Tender Specifications and any other documents appended to this procedure;
3. that they are aware of the contractual conditions and have taken them into account when formulating their tender;
4. *(For non-resident economic operators without a permanent establishment in Italy)* that they undertake to comply, in the event of award of the contract, with the provisions of Articles 17(2) and 53(3) of Presidential Decree No. 633/1972 and to notify the contracting authority of the appointment of its tax representative, in accordance with the law;
5. *(For economic operators admitted to an arrangement with creditors on a going concern basis, pursuant to Article 186 bis of Italian Royal Decree 16 March 1942 no. 267)* in addition to what is indicated in Part III, section C, lett. d) of the European Single Procurement Document, the references of the order of admission to the arrangement with creditors and the order of authorisation to participate in tenders issued by the Court of as well as the declaration that it is not participating in the tender as lead member of a temporary grouping of companies and that the other companies belonging to the grouping are not subject to bankruptcy proceedings pursuant to Article 186 bis(6) of the Italian bankruptcy law.
6. *(for economic operators that have filed the application referred to in Article 161 of Italian Royal Decree No 267 of 16 March 1942)*, in addition to what is indicated in Part III, section C, letter d) of the European Single Procurement Document, the declaration that they are participating in the tender under participation authorisation issued by the Court of, as well as that it is not participating in the tender as the lead member of a temporary grouping of companies and that the other companies belonging to the grouping are not subject to bankruptcy proceedings pursuant to Article 186 bis(6) of the Italian Bankruptcy Law; that it also declares that it is participating in the procedure by availing itself of the requisites of another economic operator, pursuant to Article 110 of Italian Legislative Decree 50/2016, enclosing all the necessary documentation for this purpose.

16.3 ACCOMPANYING DOCUMENTATION

The tenderer shall enclose in its tender:

- social security institution and financial traceability declaration - to be completed and signed using the attached Template 1 (suitably adapted by foreign economic operators);
- proof of payment of the ANAC fee;
- integrity pact - to be filled out and signed
- any documentation relating to availment pursuant to Article 104 of the Code.

If the economic operator intends to prove possession of the technical and professional requirements by availing itself of the requisites of another party, it must submit the following documentation:

- Declaration digitally signed by the legal representative or other person with the appropriate powers to bind the auxiliary company certifying:
 - o the unconditional and irrevocable obligation, towards the economic operator and the Contracting Authority, to make available for the entire duration of the contract the necessary resources and means that the economic operator lacks;
 - o that it is not participating in the tender on its own behalf or as a member of another group;
- The European Single Procurement Document digitally signed by the legal representative of the auxiliary company or other person with appropriate powers;
- Original copy digitally signed by the economic operator and the auxiliary company or notarised copy of the agreement under which the auxiliary company undertakes vis-à-vis the economic operator to meet the requirements and to make available the necessary resources and/or equipment for the entire duration of the contract. The subject matter and term of the contract must be determined and it must contain any other information that may be useful for the purposes of availment. Therefore, under penalty of nullity, the availment contract must set out, in a complete, specific, explicit and exhaustive manner, the duration of the contract and the purpose of the availment, together with a detailed indication of the resources and/or means provided in relation to the requirements forming the purpose of availment.

During the performance of the contract, the Administration will carry out thorough verifications as to whether the auxiliary company actually possesses the requisites and resources forming the purpose of availment and actually uses such resources in the performance of the works, and in particular that the assigned services are carried out directly by the human and instrumental resources of the auxiliary company of which the contractor avails itself, in order to fulfil the obligations deriving from the availment contract.

16.3.1 Additional documentation and declarations for associated entities

The declarations referred to in this paragraph shall be signed with a digital signature:

- in the case of an already constituted temporary grouping or an ordinary consortium formed, by the lead member/consortium leader;
- in the case of a temporary grouping or ordinary consortium that has not yet been constituted, by each of the entities that will form the grouping or consortium;
- in the case of a consortium of cooperatives and artisanal enterprises or a stable consortium pursuant to Article 45(2)(b) and (c) of the Code, by the consortium itself.

For already constituted temporary groupings

- certified copy of the irrevocable collective mandate with representation conferred on the lead member by public deed or certified private deed.
- declaration indicating, pursuant to Article 48(4) of the Code, the parts of the service, or the percentage in the case of indivisible services, which will be performed by the individual economic operators forming the grouping or consortium.

For already constituted ordinary consortia or EEIGs

- certified copy of the memorandum and articles of association of the consortium or EEIG, indicating the entity designated as leader.

- declaration indicating, pursuant to Article 48(4) of the Code, the parts of the service, or the percentage in the case of indivisible services, which will be performed by the individual economic operators forming the consortium.

For temporary groupings or ordinary consortia or EEIGs that have not yet been constituted

- declaration stating:
 - a. the economic operator to which, in the event of the award of the contract, will be given a special mandate with powers of representation or to act as group leader;
 - b. the commitment, in the event of the award of the contract, to comply with applicable regulations on temporary grouping or consortia or EEIGs pursuant to Article 48(8) of the Code by granting a special collective mandate with powers of representation to the company qualified as the lead member that will enter into the contract in the name and on behalf of the member companies/consortium members;
 - c. declaration indicating, pursuant to Article 48(4) of the Code, the parts of the service, or the percentage in the case of indivisible services, which will be performed by the individual economic operators forming the grouping or consortium.

17. CONTENTS OF VIRTUAL ENVELOPE ‘B’ - TECHNICAL BID

Virtual envelope B must contain the economic operator's technical bid, to be uploaded to the platform in accordance with the procedures and timeframes indicated in this letter of invitation, under penalty of inadmissibility of the tender. The technical bid must include:

- Company profile/curriculum vitae of the agency, CVs of the members of the team (indicating their written and spoken language skills and level of proficiency), client portfolio.
- Two case histories of media relations campaigns: one for a holiday destination and another either for a holiday destination or a tourism industry business.
- Visioning of Emilia-Romagna Region tourism sector customers (expectations, objectives, identity, strengths, critical points), a concise and up-to-date analysis of the market, media scenarios, Emilia-Romagna's competitors, prospects for 2025 - in order to motivate and provide the basis for the strategy.
- Overall media & public relations and press office strategy for 2025 (objectives, concept, tactics, targets, most effective media, key messages for each target, etc.).
- 2025 Activity Plan and monthly schedule.
- Environmental certifications acquired by the company, environmental management systems adopted by the company. In accordance with Article 57 of the Code and in order to achieve the environmental objectives of GPP (green public procurement).

In particular, the technical documentation must illustrate, with reference to the evaluation criteria and sub-criteria indicated in **point 19.1** below of this letter of invitation, the manner in which the economic operator intends to perform the services to be awarded.

On pain of exclusion from the tender procedure, the technical bid must comply with the minimum characteristics laid down in the tender documents, in accordance with the principle of equivalence.

An economic operator that adopts a collective bargaining agreement other than the one indicated in Article 3 shall include a declaration on the equivalence of safeguards and any documentation supporting the equivalence of the collective bargaining agreement adopted by it in the section of the platform relating to the technical bid.

ACCESS TO DOCUMENTS - N.B.: should a third party block access to any documentation, the tenderer must submit a **declaration of secrecy** containing an express indication of the parts which, according to a **reasoned and substantiated** declaration by the tenderer, constitute technical or commercial secrets and which therefore require adequate and punctual protection pursuant to Article 35 of the Code; the declaration of secrecy must be accompanied by the **documents already redacted in the parts subject to secrecy**. In the case of access to the documentation, the contracting authority shall, at its sole discretion, assess the reasons contained in the declaration of secrecy produced in virtual envelope B, considering them in the light of the reasons and justifications given by the applicant, in order to block or allow full access to the requested documents. In the event of failure by the tenderer to submit a declaration of secrecy, the Administration will allow full access to the tender during access to the documentation

The technical bid must be digitally signed by the legal representative of the tenderer or its authorised attorney.

In the case of associated tenderers, the bid must be digitally signed in the manner indicated for the administrative documentation.

No information regarding the economic bid may be included in the technical bid under penalty of exclusion.

18. CONTENTS OF VIRTUAL ENVELOPE ‘C’ - ECONOMIC BID

In virtual envelope C, the tenderer must upload its bid (using Template C available on the platform), containing, under penalty of exclusion from the tender, the single percentage reduction to be applied to the tender amount of € 65,000.00 (sixty-five thousand euros only).

More specifically, in Template C the tenderer must declare:

- company costs relating to occupational health and safety;
- labour costs.

Bids exceeding the starting price, or conditional, partial, multiple or alternative bids will not be admitted.

19. AWARD CRITERION

The contract shall be awarded on the basis of the most economically advantageous tender identified on the basis of the best value for money, pursuant to Article 108(1) of the Code.

Technical bid and the economic bid shall be evaluated on the basis of the following scores.

	MAXIMUM SCORE
Technical bid	90
Economic bid	10
TOTAL	100

○

19.1 EVALUATION CRITERIA FOR THE TECHNICAL BID

The technical bid is rated on the basis of the evaluation criteria listed in the table below with the score breakdown.

The ‘D’ column contains the ‘Discretionary Scores’, i.e. the scores whose coefficient is awarded at the discretion of the selection committee.

The ‘T’ column contains the ‘Tabular Scores’, i.e. the fixed and pre-set scores that will be awarded or withheld due to the tenderer’s ability or failure to offer what was specifically requested.

Table of discretionary (D) and tabular (T) evaluation criteria for the technical bid

<i>n</i> <i>o.</i>	<i>Evaluation Criteria</i>	<i>max.</i> <i>D score</i>	<i>max.</i> <i>T score</i>
1	<u>Quality and effectiveness of the strategic PR and Media Relations plan</u> in terms of potential and positioning of the destination Emilia-Romagna with respect to the target market (DACH: Germany, Austria, Switzerland) and the media, communication, PR, marketing, travel and tourism and transport industries and its main competitors.	30	
2	<u>Effectiveness and efficiency of implemented actions</u> Quality, completeness, originality and innovativeness of the proposed communication strategy and activity plan	30	
3	<u>Quality, efficiency, reliability and experience of the company and project team</u> - proven experience of many years working in the media and public relations, tourism communication and press office sectors in German-speaking countries (Germany, Austria and Switzerland) on behalf of regional authorities, public authorities or DMOs (Destination Marketing Organisations); - media and public relations campaign management skills in the tourism and travel, food & wine, lifestyle, art and culture and sport sectors	25	
4	Possession of EMAS registration for the voluntary participation of organisations in a Community eco-management and audit scheme under Regulation (EC) No. 1221/2009 for the activities carried out by the company and relevant to the tender procedure and/or possession of Environmental Management System certification in accordance with UNI EN ISO 14001:2015, sector IAF 35 - other services		5
	Total	85	5
	Total	90	

The tenderer shall be excluded from the tender if it achieves a score below the minimum threshold of 50 points for the overall technical score.

19.2 METHOD FOR ATTRIBUTING THE COEFFICIENT REQUIRED TO CALCULATE THE TECHNICAL BID SCORE

Each of the qualitative elements to which a discretionary score is assigned in column 'D' of the table is attributed a coefficient of between 0 (zero) and 1 (one), by each committee member, according to the following scale of values:

<i>Rating</i>	<i>Example values</i>	<i>Criteria for rating the proposal/improvement</i>
Excellent	1.00	the possibility of better solutions can be reasonably excluded
Good	0.75	the solutions have some obvious positive aspects but are sub-optimal
Reasonable	0.50	appreciable positive aspects of some merit compared to the minimum requirements
Sufficient	0.25	barely perceptible or barely sufficient improvement
Insufficient	0.00	no significant proposal or improvement

The committee shall calculate the arithmetic mean of the coefficients attributed by the individual committee members to the bid in relation to the criterion under consideration, in order to obtain the average coefficient to be applied to it.

Each individual criterion is then assigned a score consisting of the product of the relevant coefficient as calculated above multiplied by the maximum weighting for that individual criterion.

As regards the elements for which a tabular score identified in column 'T' of the table is assigned, automatically and in absolute value, on the basis of the presence or absence of the required element in the bid.

19.3 METHOD FOR ATTRIBUTING THE COEFFICIENT REQUIRED TO CALCULATE THE ECONOMIC BID SCORE

As regards the economic bid, each economic element is attributed a coefficient of zero to one, calculated using the following 'quadratic' formula

$$C_i = \left(\frac{A_i}{A_{max}} \right)^\alpha$$

where

C_i = coefficient attributed to the i-th tenderer

A_i = percentage reduction of the i-th tenderer

A_{max} = most convenient percentage reduction

$\alpha = 0.3$

The coefficient 0.3 is justified by the need to ensure a result that aspires to the best value for money.

19.4 METHOD FOR CALCULATING SCORES

Once it has attributed coefficients to all the qualitative and quantitative elements, for each tender, the committee attributes the scores for each individual criterion according to the following aggregative compensatory method.

The score for the *i*-th tenderer calculated using the following formula:

$$P_i = \sum_{x=1}^n C_{xi} \cdot P_x$$

where

P_i = score of the *i*-th tenderer

C_{xi} = coefficient of evaluation criterion X for the *i*-th tenderer

P_x = criterion X score

X = 1, 2, 3, 4

20. SELECTION COMMITTEE

The selection committee is appointed, pursuant to Article 93 of the Code, after the tender submission deadline and is composed of an odd number of three members, who are experts in the specific field to which the subject of the contract relates. Committee members must not have any grounds for refusing appointment pursuant to Article 93(5) of the Code. The committee members shall provide the contracting authority with a declaration regarding this aspect.

The selection committee is responsible for evaluating the technical and economic bids of the tenderers and assists the Sole Project Manager in assessing the congruence of the technical bids, pursuant to Article 93(1).

The contracting authority shall publish the composition of the selection committee and the curricula of its members on the contracting authority's profile in the 'transparent administration' section, pursuant to Article 28 of the Code.

The Sole Project Manager shall be assisted by the selection committee for the purpose of verifying tender anomalies.

21. CONDUCT OF TENDER OPERATIONS: OPENING OF ENVELOPE A - VERIFICATION OF THE ADMINISTRATIVE DOCUMENTATION

The first session will take place on 27 February at 10 a.m. and will be conducted through the Online Procurement platform.

The Platform enables the holding of tender sessions dedicated to the examination of the:

- administrative documentation;
- technical bid;
- economic bid.

The platform ensures compliance with the provisions of the Code concerning the confidentiality of tender operations and information relating to the tender procedure, as well as the observance of the principles of transparency.

Tenderers are informed of the outcome of the online sessions.

VERIFICATION OF THE ADMINISTRATIVE DOCUMENTATION

The Sole Project Manager accesses the administrative documentation of each tenderer, while the technical bid and the economic bid remain, closed, secret and blocked by the system, and:

- a) checks the completeness of the administrative documentation submitted;
- b) verifies the conformity of the administrative documentation with the requirements of this letter of invitation;
- c) activates the preliminary assistance procedure referred to in point 15 above.

Any exclusions from the tender procedure are communicated within five days of their adoption. This is without prejudice to the possibility of asking the tenderers, at any time during the procedure, to submit all or part of the supplementary documents where this is necessary in order to ensure the proper conduct of the procedure.

22. EVALUATION OF THE TECHNICAL AND ECONOMIC BIDS

The date and time of the opening of the technical bids are communicated via the platform to the tenderers admitted to this tender phase.

The selection committee then opens, examines and evaluates the bids submitted by the tenderers and assigns the relative scores by applying the criteria and formulae indicated in this letter of invitation. The results of the evaluation are recorded by the Platform.

The selection committee makes the following visible to the tenderers:

- a) the technical scores awarded to the individual technical bids;
- b) any exclusions of tenderers from the tender.

At the end of the above-mentioned operations, the Platform allows the procedure to continue only for those tenderers that are admitted to the economic bid assessment.

The selection committee then opens and evaluates the economic bids, according to the criteria and methods described in the letter of invitation, and then identifies the final numerical parameter for the formulation of the ranking list.

If the tenders of two or more tenderers obtain the same overall score, but different partial scores for price and all other evaluation elements, the tenderer with the highest technical bid score shall rank first.

If the tenders of two or more tenderers obtain the same overall score and the same partial scores for price and the technical bid, these tenderers shall, at the request of the contracting authority, submit an improved price bid within two days. The request is made in the manner set out in point 2.3. The tenderer with the best bid shall rank first. In the event of a tie, the committee shall draw lots to identify the tenderer to be placed first in the ranking list. The contracting authority shall announce the day and time of the draw in the manner provided for in point 2.3.

The selection committee makes the prices offered visible to the tenderers.

Once the above operations have been completed, the Committee will draw up a ranking list.

Tenders shall be excluded in the event of:

- failure to separate the economic bid from the technical bid, or to include price-related elements in the administrative documentation or the technical bid;
- submission of partial, multiple, conditional, alternative or irregular bids that do not comply with the tender documents, including the technical specifications, or that are abnormally low;
- submission of bids that are inadmissible because the selection committee considered that there were grounds for reporting to the Public Prosecutor's Office for corruption or collusion offences or established that the bids were higher than the tender amount;
- failure to exceed the exclusion threshold for the technical bid.

23. VERIFICATION OF TENDER ANOMALIES

Pursuant to Article 110 of the Code, tenders shall be considered abnormally low if both the score relating to price and the sum of the scores relating to the other evaluation elements are equal to or greater than four-fifths of the corresponding maximum points provided for in this letter of invitation. The calculation referred to in the first sentence shall be made where the number of admitted tenders is five or more.

The contracting authority reserves the right to verify a tender which, on the basis of other elements, including labour costs, appears to be abnormally low.

If the first best offer appears to be abnormally low, the Sole Project Manager with the support of the selection committee shall assess its congruence, seriousness, sustainability and feasibility.

If such a tender is found to be abnormally low, the subsequent tenders deemed abnormally low shall be handled in the same manner until the best tender deemed not abnormally low is identified.

When submitting its economic bid the tenderer shall enclose justifications for the price and cost items. Failure to submit justifications in advance does not constitute grounds for exclusion.

The Sole Project Manager shall ask the tenderer to submit explanations, where appropriate, indicating the specific components of the tender considered anomalous.

To this end, they shall set a time limit not exceeding fifteen days from the receipt of the request.

The Sole Project Manager, having examined the explanations provided by the tenderer, where they consider them insufficient for excluding the anomaly, may request further clarifications, even by means of an oral hearing, and assign a peremptory deadline for reply.

The Sole Project Manager shall exclude tenders that, on the basis of an examination of the elements provided with the explanations, are found to be, on the whole, unreliable.

24. AWARDING OF THE CONTRACT AND CONCLUSION OF THE CONTRACT

The award proposal is made in favour of the tenderer who submitted the best tender.

If no tender is found to be either convenient or suitable in relation to the subject matter of the contract, the contracting authority may decide, within 30 days of the conclusion of the tender evaluations, not to award the contract.

Where not carried out during the tender eligibility check, the Sole Project Manager shall verify the equivalence of safeguards in the event that the successful tenderer has declared that it applies a different collective bargaining agreement than the one indicated by the contracting authority.

The award shall be made upon successful verification of the fulfilment of the requirements set forth in this letter of invitation and shall become effective immediately. In the event of a negative outcome of the verifications, the tender in question shall be excluded and a report filed with the ANAC. The scores will then be recalculated and the ranking list reformulated, also ensuring the verifications are carried out within the above-mentioned deadlines. In the event of a further negative verification outcomes, the ranking list will be reduced as described above.

Pursuant to Article 55(2) of the Code, the dilatory period referred to in Article 18(3) of the Code does not apply to the conclusion of the contract. The contract shall be concluded within 30 days after the award becomes effective.

Upon conclusion of the contract, the successful tenderer must submit a definitive guarantee in the manner indicated in Article 117 of the Code, except in the case of exemption provided for in Article 53(4) of the Code. This guarantee shall be equal to 5 percent of the contract amount and may take the form of a bond or surety at the choice of the contractor.

If the contract is not concluded within the time limit due to fault of the contracting authority, the successful tenderer may have it declared to be in default or, alternatively, may be released from all obligations by a notified act. The successful tenderer shall not be entitled to any compensation, except for the reimbursement of contractual costs.

If the contract is not concluded within the set time limit due to the fault of the successful tenderer, this may constitute grounds for withdrawal of the award.

Failure to conclude or delay in concluding the contract outside the aforementioned hypotheses constitutes a breach of the duty of good faith, even pending litigation.

The successful tenderer shall deposit, before or at the same time as signing the tender contract, the continuous cooperation, service and/or supply contracts referred to in Article 119(3)(d) of the Code.

For each sub-contract that is not considered as sub-contracting, the contractor shall disclose the amount and subject matter of the sub-contract, as well as the name of the sub-contractor, before the commencement of contract performance.

The contract shall be concluded by an exchange of correspondence as required for commercial use /private contracts within the meaning of Article 18(1) of the Code.

The successful tenderer shall bear all contractual expenses, fiscal charges such as taxes and duties - including registration fees where payable - related to the conclusion of the contract.

25. OBLIGATIONS RELATING TO THE TRACEABILITY OF FINANCIAL FLOWS

The tender contract is subject to the obligations regarding the traceability of financial flows set out in Italian Law No. 136 of 13 August 2010.

The contractor shall notify the contracting authority:

- of the details of the dedicated bank or postal accounts, indicating the work/service/supply to which they are dedicated;
- of the personal details and tax code of the persons delegated to perform transactions on them;
- of any changes relating to the data transmitted.

The communication must be made within seven days of the current account being opened or, in the case of existing current accounts, of their first use in financial transactions relating to a public supply contract. In the case of legal persons, the notification in question must be signed by a legal representative or a person with the appropriate power of attorney. Failure to provide information, or the late or incomplete provision of information, will result in a fine of between € 500 and € 3,000 being imposed on the offending party.

Failure to comply with obligations concerning the traceability of financial flows relating to the contract shall result in the termination of the contract in accordance with the law.

On the occasion of each payment to the contractor or further supervisory activities, the fulfilment of obligations relating to the traceability of financial flows shall be verified.

The contract is subject to the resolution condition in all cases in which the transactions have been carried out without the use of banks or Poste Italiane S.p.a. or even without instruments other than bank or postal transfers that ensure the full traceability of the transactions for the consideration due under this contract.

26. CODE OF CONDUCT

In its performance of the activities covered by the contract, the successful tenderer shall comply with the principles and, insofar as they are compatible, with the duties of conduct referred to in Presidential

Decree No. 62 of 16 April 2013 and in the Code of Ethics of this contracting authority and in the Three-Year Anti-bribery and Transparency Plan as well as in the Organisation, Management and Control Model adopted by the same organisation, pursuant to Italian Legislative Decree No. 231/01.

Following the notice of award and prior to the conclusion of the contract, the successful tenderer is required to examine the aforementioned documents published on the contracting authority's website at: <https://www.aptservizi.com/azienda/statuto/>

27. ACCESS TO DOCUMENTS

Access to procedure documents is ensured in digitally by direct acquisition of the data and information entered in the e-procurement platforms, in compliance with the provisions of Article 35 of the Code and the current provisions on the right of access to administrative documents, in accordance with the procedures set out in Article 36 of the Code.

28. SETTLEMENT OF DISPUTES

Any disputes arising from this tender procedure shall be settled by the Administrative Court of Bologna.

29. PROCESSING OF PERSONAL DATA

The data collected shall be processed and stored in accordance with Regulation (EU) 2016/679 (hereinafter the 'GDPR') on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Italian Legislative Decree No. 196 of 30 June 2003 concerning the 'Personal Data Protection Code' and subsequent amendments, Italian Prime Minister's Decree No. 148/21 and its implementing acts exclusively within the scope of the tender governed by this letter of invitation.

Controller is APT Servizi S.r.l. - privacy@aptservizi.com (contracting authority) whom you may contact if you wish to exercise your rights pursuant to Articles 15-22 of the GDPR. The Data Protection Officer (DPO) can be contacted by writing to dpo@aptservizi.com.

The full privacy policy is available from the Privacy section of the contracting authority's website: <https://www.aptservizi.com/azienda/privacy>

30. INFORMATION ON REGISTRATION, ACCREDITATION AND BID SUBMISSION PROCEDURES

It is only possible to obtain clarifications regarding this procedure by submitting written queries via the *Send Query* function in the 'Details' section of the procedure, having registered.

It is only possible to obtain technical assistance regarding **the use of the platform** by opening a ticket and in any case in the manner indicated in the appropriate section on the platform (after logging in).

The Sole Project Manager

Simonetta Monti

digitally signed

Annexes:

- Technical performance specifications
- Template A - Supplementary Declaration
- Template C – Economic bid
- Template 1 Self-certification
- Integrity Pact