

**TECHNICAL SPECIFICATION AND SELECTION PROCEDURE
OF THE IMPLEMENTING BODY
OF THE PROGRAMME "VIRTUS OLEI" OF INFORMATION AND PROMOTION OF AGRICULTURAL
PRODUCTS IN THIRD COUNTRIES**

1 INTRODUCTION AND PRIOR INFORMATION

The consortium to Guarantee Quality Extra Virgin Olive Oil (CEQ Italia), via Francesco Redi n. 4, 00161 Roma, Italy P.IVA 06511371004, email: relazioni.esterne@ceqitalia.com, in there as proposer of the **three-years promotional Programme (2021-2023)**, called **Virtus Olei**

HEREBY ANNOUNCES

In accordance with the articles of Reg. (EU) n. 1144/2014, of Commission Delegated Regulation (UE) n.2015/1829, of Commission Implementing Regulation (EU) n. 2015/1831, a **call for tenders for the selection, through an open competitive procedure, of an implementing body** in charge of the implementation of the actions aimed at reaching the objectives planned within the three years Programme (2021-2023) called "**Virtus Olei**", which will be carried out in China, South Korea and USA and it will be related to extra virgin olive oil.

The three-years Programme (2021-2023) called "Virtus Olei", in case of approval, will be co-financed by the EU Commission in accordance with Regulation (EU) n.1144/2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries.

The start of the contract with the implementing body is subject to the approval of the program by the European Commission so that, if the program is not fully or partially approved, the Consortium will not be able to assume any type of obligation towards anyone of the participating implementing bodies and in particular of the one possibly selected.

REGULATIONS AND REFERENCE DOCUMENTATION

The framework of regulatory references essential for the execution of both 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 concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008;
- **Commission Delegated Regulation (UE) 2015/1829 of 23 April 2015** supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **Commission Implementing Regulation (UE) 2015/1831 of 7 October 2015**, laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries;
- **Guidelines on the tendering procedure** referred to in European Commission Note DDG1.B5/MJ/DB D (2016)321077 of 7 July 2016 and Note MIPAAF prot. N.0014513 of 1 March 2019.



In implementation of Regulations EU n.1144/2014, n. 2015/1829 e n. 2015/1831, The Consortium to Guarantee Quality Extra Virgin Olive Oil is charged with selecting an Implementing Body for the implementation of the Programme **Virtus Olei**

The Consortium must realize the selection for the implementing body by an open tendering procedure in compliance with the principles of cross-border interest, transparency, advertising, impartiality, equal treatment of candidates.

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

This procedure provide for a division into lots as follows:

- ✓ Lot one: USA
- ✓ Lot two: China
- ✓ Lot three: South Korea

Every implementing Body can apply for one or more lots.

The proposals presented within the Tender for the Selection are considered as valid for 12 months from the date of presentation.

2 MAIN INFORMATION ABOUT THE PROJECT

Title: Virtus Olei

Target countries: China, South Korea, USA

General objectives:

- ✓ Enhancing the competitiveness of European and Italian Extra virgin olive oil sector;
- ✓ Increasing awareness and consumption of European and Italian Extra virgin olive oil;
- ✓ Increasing the market share of European and Italian Extra virgin olive oil in target countries.

Specific objectives:

In particular, the activities should focus on increasing awareness of the nutritional, sensory and health benefits of extra virgin olive oils of the highest quality, in order to increase the value perceived by the final consumer and, therefore, to increase the share market of the product in the target countries.

It is possible to stress the following specific objectives:

- Increase the perception of the value of Italian and European Extra virgin olive oil as a valuable food capable of improving one's food style, in terms of nutrition, sensory and healthy and balanced diet;
- Strengthen and consolidate the image and positioning of Italian and European olive farms and olive oil companies abroad, accrediting their reputation and skills;
- To increase the knowledge of the organoleptic characteristics of the product, its health-giving properties, the great variety of Italian and European cultivars with their specific fragrances;

- Identify the Italian and European olive production model as a highly reliable model in terms of quality, safety and sustainability of the production process and the final product;
- To promote premium olive oils in the high-end market of the target countries with the aim of generating and spreading a positive impact on the image of the whole category of Italian and European olive oils;

Target group:

The promotional Programme aims to meet a consumer target with some of the following characteristics:

- wealthy, high spending consumers, who love the European and Italian cuisine, who have a high purchasing power, who are sensitive to "trends";
- consumers who like to spend on food both in meals away from home and in the purchase of exotic and quality food;
- consumers who love or have opportunity to travel often or comfortably, who inquire through the channels of modern communication;
- consumers who are interested in knowing and trying new things and new recipes or who love to cook and create new dishes;
- consumers who inquire about the best wines, restaurants, chefs etc. on international channels. A transversal target, sensitive to environmental issues, physical fitness and food quality, who follow a balanced diet;
- consumers who in his own home country love to feel part of a larger, international community, without geographical borders, open to the new and the best..

Although the target group described is transversal among countries, some characteristics should be considered:

- in the United States there is a more mature market where a part of consumers has been buying extra virgin olive oil for some time and with greater interest. In this country, it is considered useful to pursue a market consolidation strategy aimed at introducing a premium-price differentiation. Among other things, the development of a high-end market could find further impulse from the recent quality Californian extra virgin olive oil availability on the domestic market;
- in China, the olive oil market is younger than the United States, however the size of the Country, the growth trend of its economy and the growing importance and influence of the wealthy consumer segment, make it a particularly promising market for the growth of a luxury imported food product;
- in South Korea the product is not yet well known, but the Country shows a strong vocation for innovation and sensitivity towards luxury products, therefore it will be useful to combine the principles of a market entry strategy oriented towards a high social status, with the objective advantages of a product of high nutritional and sensorial quality.

Consequently, the opinion makers to be selected will have to turn to high-end consumers in the USA and China and to medium and high-end consumers in South Korea.

Duration of the Programme: 3 years

Total maximum budget of the actions 2.500.000 euros, divided into three lots as follows:

- ✓ Lot one USA: 850.000 euros;
- ✓ Lot two China: 850.000 euros;
- ✓ Lot three South Korea: 850.000 euros.

Proposal requirements:

As regards the target group described, the activity of study trips to Europe (eligible activity according to https://ec.europa.eu/research/participants/data/ref/other_eu_prog/agriprod/guide/call/agriprod-call-document-simple-20_en.pdf) should be considered as the most suitable for the specific objectives highlighted.

- **Study trips to Europe:** opinion makers, as influencers, journalists, blogger, nutritionist, etc. are supposed to visit several location in Italy.

Example of organisation of Study Trips:

Study trips must guarantee a minimum of 6 participants per year for each target country, organizing their movements in small groups in order to guarantee the annual achievement of 9-10 locations (for example Genova, Lucca, Spoleto, Roma, Avellino, Potenza, Trapani, Brindisi, Perugia, with Roma considered as the place of a final event) with visits that are estimated lasting one day for each location, where participants can get in touch with different production area and companies. The trips must be organized in such a way as to guarantee maximum comfort for the participants, a commitment time compatible with their work agenda and the opportunity to know a wide range of types of companies, from agricultural firms to more integrated and organized ones.

Details about the supporting activity:

The study trip activity must be accompanied by an accurate PR activity in the country of origin, which will have to create and facilitate the experiential narration of the guests, taking care to increase their visibility in the respective area of professional influence, during the whole period of the promotion.

The agencies will have the task of proposing, considering the budget, the best combinations of initiatives in the target markets which they believe can facilitate the amplification and dissemination of messages to the target group, thanks to a wide tool of eligible activities in accordance with EU Reg. 1144/2014, such as¹:

¹ https://ec.europa.eu/research/participants/data/ref/other_eu_prog/agriprod/guide/call/agriprod-call-document-simple-20_en.pdf

- Public Relation²;
- Website, Social media;
- Advertising;
- Communication tools;
- Events;
- Other activities.

- **Creative idea:** the creative idea should revolve around the innovativeness of the message, the tools with which to convey them and the effectiveness of the involvement of the target group.

Template for the description of activities (as requested from EUROPEAN PROGRAMME REG. 1144/14)

WP			
Target group(s)			
Activity			
Description of activity	-		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables			
Budget analysis*			
Total for the Work Package			
Output and impact indicators			

* detailed budget analysis should consider also the unit cost.

3. OBJECT OF THE CONTRACT

² the Consortium CEQ Italia, on the basis of the proposed actions, will evaluate whether directly carry out a part of the PR support actions.

3.1 GENERAL DESCRIPTION OF THE SERVICE

The service consists in the execution of part of Programme of information and promotion, according to the subdivision into lots. For each lot the implementing body will therefore have to ensure:

- the project development of the agreed parts of the three-year program, starting from the signing of the contract;
- the operational activation of the promotional actions and activities foreseen for the period established by the Programme, on the basis of the objectives set by the communication strategy, also through constant monitoring of the activities carried out and the related effects;
- the financial-administrative management of the agreed parts of the Programme, including periodic technical reports and the final technical report as well all the documentation useful for the reporting.

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

3.2 METHODS OF EXECUTION

For the duration of the contract, the implementing body must establish and organize a working group, in compliance with the participation requirements, which is responsible for managing and implementing the Programme. All the activities of the working group must be agreed and shared with the Contracting Body.

One or more members of the working group are expected to be available for periodic monitoring meetings at the headquarters of the contracting body, to give operational support to the plan activities that need to be carried out in close coordination with the reference structure. The coordination and exchange of information with the Contracting Body may also provide for different and articulated methods: meetings, telephone contacts, video calls, e-mail correspondence, exchange of materials and documents through online sharing systems.

3.3 STAFF AND WORKING GROUP

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

In particular, the staff of the dedicated working group must have a range of skills in particular in these sectors: project management, team working, communication, graphics, events, knowledge and experience of activities carried out in relation to the markets of the target countries.

For the duration of the contract, the executing body undertakes to:

- a) set up and make available an adequate project team (the people who will directly take care of the work to be done), in compliance with the participation requirements;

- b) agree and share all the team's activities with the Contracting entity;
- c) assign suitable personal service, of proven ability, honesty, morality and proven confidentiality, which must maintain the most absolute confidentiality as to what it came to know in carrying out the service;
- d) guarantee the stability and continuity of the service in all circumstances, ensuring staff quantitatively and qualitatively adequate to the needs and respecting the contents of the technical offer;
- e) comply with employment contracts for wages, regulations, social security and insurance;
- f) provide a project Contact Person who will attend the monitoring meetings at the client's headquarters (these will have a periodicity defined by the client), to give operational support to the Programme activities;
- g) provide all possible means of communication that can simplify the coordination, monitoring and control of the Programme.

3.4. DURATION OF THE SERVICE

The service has a duration of 36 months.

The contract will be signed within 60 days from the signing of the agreement between the Consortium and the Institution and will have as its object the performance of the activities indicated in this announcement under the conditions reported therein.

The client reserves the right to request a deferment of the term of execution of the service for a maximum of 6 more months, in order to ensure the completion of the activities envisaged by the Programme, on equal economic terms, without any additional costs for the client.

PROCEDURE FOR SELECTING THE PROGRAMME IMPLEMENTING BODY

1. REQUIREMENTS FOR PARTICIPATING IN THE CALL FOR TENDER

1.1 No reasons for exclusion from the tender

This tendering procedure refers to economic operators, who, upon submitting their offer, declare the non-existence of reasons for being excluded in accordance with Directive 2014/24/EU, or exclusion grounds related to the following:

- criminal convictions;
- payment of taxes or social security obligations;
- insolvency, conflict of interests, or professional misconduct.

The non-existence of these exclusion grounds must be certified through the annexed declaration (Annex A), signed by the legal representative, available along with this Technical Specification on the website www.ceqitalia.com

1.2 Economic and financial requirements

The economic operator (single or as temporary grouping of companies) who intends to participate in this call for tender:

- must have, in the triennium 2017-2018-2019, an average turnover of at least € 2.000.000,00 (two million euros), VAT excluded, proven by VAT declarations within UE;
- must enclose the declaration of the Banking Institution by the Economic Operator of the financial means necessary to guarantee the implementation of the actions established by the Programme (suitable bank references).

Compliance with these requirements must be certified through the attached declaration (Annex A), signed by the legal representative. These requirements must be held by the economic operator or by the temporary grouping of companies as a whole, except that in the latter case the agent must in any case possess the requirements and perform the services in a majority measure.

1.3 Technical and professional requirements

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

- having implemented, in the triennium 2017-2018-2019, services similar to those object of the tender for a total amount not lower than € 1,000,000.00 (one million euros), VAT excluded;
- enclosing the list of the main services carried out (Corporate CV);
- enclosing CVs of the staff employed, in the eventual implementation of the Programme, which demonstrate a proven experience in services similar to those object of the tender.

- having knowledge of the target markets covered by the program (operational and / or legal headquarters at the target markets (s), direct implementation of activities at the target markets, etc.)

Compliance with these requirements must be certified through the attached declaration (Annex A), signed by the legal representative and the sending of CVs for the professional staff involved in the implementation of the assignment. These requirements must be held by the economic operator or by the temporary grouping of companies as a whole, except that in the latter case the agent must in any case possess the requirements and perform the services in a majority measure.

2. AWARD CRITERIA

The contract will be awarded with the criteria of the best value for money. In fact, the breakdown of the scores is provided, described below, based on the presentation of a technical offer and an economic offer.

The addition of the qualitative aspects of the service and the price will be taken into account together: the maximum score reachable is 100 points, while the minimum score to be obtained is 55 points.

Offers below this threshold will be automatically excluded. Furthermore, offers that do not at least reach the minimum score provided for each sub-criterion considered within the offer evaluation grid will not be taken into consideration.

The points shall be assigned according to the following criteria:

TECHNICAL OFFER: MINIMUM SCORE 42 POINTS – MAXIMUM SCORE 78 POINTS

ECONOMIC OFFER: MINIMUM SCORE 13 POINTS – MAXIMUM SCORE 22 POINTS

GRID OF EVALUATION OF TECHNICAL OFFER			
Criteria	Sub-criteria	Minimum score	Maximum score
PROPOSAL ARTICULATION	Identification of activities consistent with the objectives of the project and with the overall communication strategy	5	8
	Efficiency and effectiveness of the planning and management of project activities for the achievement of the objectives	3	6
	Quantification of outputs expected and indicators	5	8
	Sub total	13	22
CREATIVE IDEA	Quality of the proposed creative formats and ability to visually identify the campaign in order to stimulate its memory with a	5	8

	coordinated and recognizable image in all its forms		
	Capacity of articulating messages according to the target groups identified and the trends that emerge during the course of the Program	5	8
Sub total		10	16
OPERATIONAL CAPACITY	Completeness of the required outputs	6	8
	Knowledge of the olive oil market in extra UE countries	4	7
	Experience of working in the USA, South Korea and China food market	3	7
	Coherence between professional skills of the working group with the objectives of the project	5	9
	Operational headquarters in target countries (USA, China and South Korea)	1	9
Sub total		19	40
	TOTAL	42	78

The economic operator intending to participate in the selection procedure will have to make its own self-assessment, by filling in the above grid and motivating the attribution of the assigned score.

GRID OF EVALUATION OF ECONOMIC OFFER			
Criteria	Sub-criteria	Minimum score	Maximum score
ECONOMICITY OF THE OFFER	Scope and scale economies among the activities of the lots.	4	8
	Economic offer for the fee of the executor	4	6
	Degree of detail and congruity of the items and costs of the actions	5	8
	TOTAL	13	22

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

The award will be made in favor of the tenderer submitting an offer that, in possession of all the minimum required requirements, as well as the minimum sub-criteria, appears to have achieved the highest overall score, given by the addition of the score of the technical offer and the score of the economic offer.

In the event of tie in the points attained, the contract shall be awarded to the competitor that has achieved the highest number of points in the technical offer. In the event of a tie in the points both the financial offer and the technical one, for one or more countries for which you are competing, preference will be given to the presence of operational headquarters in the target country/s for which you are competing. If there is also a tie for the presence of the operational headquarters, a random drawing shall be held.

The contracting body reserves the right to award the tender even for individual lots if it sees a clear opportunity in terms of quality and cost-effectiveness in managing the program as a whole.

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

Once the required checks on the possession of the prescribed requirements have been completed, the contract will be awarded. The award immediately binds the entrant entrusted with the tender, while the contracting body will be definitively committed only when, pursuant to the law, all the consequent deeds necessary for the performance of the tender will have achieved full legal effect.

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

The Consortium CEQ Italia will proceed with the award even if only one valid offer is presented, provided it is fair. In application of the art. 95, paragraph 12, of Legislative Decree 50/2016 and s.m.i. the contracting body will not proceed with the awarding where no bid turns out to be convenient or suitable in relation to the object of the contract.

The opening of the envelope relating to the economic offer will take place in a public session at the conclusion of the assessment work carried out by the aforementioned Commission.

The results will be communicated via Legal email (PEC) to the participants and will be published on the website of the Consortium CEQ Italia.

3. HOW TO SUBMIT PROPOSAL AND PROPOSAL EVALUATION

Organizations interested in participating in the Call for Tenders for the selection of the Executing Body must, under penalty of exclusion, send all the necessary documentation via Legal email (PEC).

Therefore 3 distinct folders must be prepared containing the following documents:

Folder A) Administrative documentation:

- Annex A, completed and signed by the legal representative
- declaration of the Bank (suitable bank references) or Balance sheet for the past 2 financial years
- CV of the operator (s) involved in the participation (company CV);

Folder B) Technical offer – LOT 1 and/or LOT 2 and/or LOT 3:

- Presentation of the economic operator participating in the selection tender
- technical report containing the detailed description of the activities / required initiatives / creative proposals, for each lot.

Folder C) Economic Offer:

- Detailed table of costs for each lot and the fees of the executing body

The documentation must be presented in electronic format – PDF non-editable and printable -, no later than the day Tuesday 31st 2020 at 17.00 (Rome local hour)

The delivery beyond this peremptory term and its exclusion cannot be contested

Email address to which proposals must be sent within the aforementioned deadline:

Legal email (PEC) at the following email address segreteria@pec.ceqitalia.com

As regard the object of the Legal email (PEC), the following wording must be reported:

NOTICE OF SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY IN CHARGE OF THE EXECUTION OF A PART OF THE INFORMATION AND PROMOTION PROGRAMME OF AGRICULTURAL PRODUCTS CALLED VIRTUS OLEI

Procedures for opening offers and selection

The Selection Committee, an *ad hoc* body that will be created specifically after the deadline for submissions of tenders, will be charged for the evaluation and section of the proposals received, based on the criteria required in this call for tender.

The commission will reserve the right to accept and/or request any additions.

The Consortium CEQ Italia will reserves the right not to proceed with the award if no proposal meets the requirements.

The work of the Commission will be adequately recorded with indication, among other things, of the reasons supporting the evaluations carried out. The Consortium CEQ Italia will provide adequate publicity of the award of the contract. In particular, timely formal communication will be given to all participants of the outcome through formal communication via email, informing the unsuccessful competitors of the reasons for the exclusion. The results will also be published on the Consortium CEQ Italia website, as soon as the evaluations are completed by the Commission. Further information can be requested at the following address: Mauro Meloni - m.meloni@ceqitalia.com

COMPETITION DOCUMENTS

-PUBLIC NOTICE

-TECHNICAL SPECIFICATION

-ANNEX A

4. WORK TENDER DOCUMENTS

4.1 Method of preparation of the technical offer - folder B

A. Contents of the technical report

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

1. OVERALL STRATEGY

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

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

2. PROJECT OUTPUT

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

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

3. ARTICULATION OF THE ACTIVITIES

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

- a) procedures for carrying out the actions: description of the operating methods used for the provision of the services and relative consistency with the aims and objectives of the proposed communication campaign and with the Program;

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

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

The aforementioned points a) and b) must be included in folder B - Technical offer.

4.2 How to prepare the economic offer - folder C ECONOMIC OFFER

The costs must be detailed by target country, for each activity and type of activity necessary for the organization and implementation of the service (SUBTOTAL) with indication of the value of the economic operator's fee considered according to the following scheme.

The financial plan must be prepared in excel sheet, following the example table below:



PAESE TARGET : _____					
Activity description	Unit cost in €	Measure unit	YEAR 1	YEAR 2	YEAR 3
W.P. 2 PUBLIC RELATIONS					
Example: Editorial plan					
Press kit					
.....					
SUB-TOTAL ACTIVITY WP 2 PER YEAR			€.	€.	€.
HONORARY ECONOMIC OPERATOR WP 2			€.	€.	€.
W.P. 3 WEB-SITE AND SOCIAL MEDIA					
.....					
.....					
.....					
SUB-TOTALE ATTIVITA' WP 3 PER YEAR			€.	€.	€.
HONORARY ECONOMIC OPERATOR WP 3			€.	€.	€.
W.P.4...					
SUB- TOTALE GENERALE ATTIVITA' PER ANNO (WP2+WP3+...)			€.	€.	€.
GENERAL SUB-TOTALE HONORARY OPERATOR (WP2+WP3+...)					
TOTAL ECONOMIC OFFER TARGET MARKET			€.	€.	€.

NB: THE TOTAL OF THE ECONOMIC OFFER must be at most equal to the total amount of this selection procedure (€ 2.500.000,00 NO VAT).

This table will form the economic offer and will be inserted in folder C - Economic offer.

5. WORK GROUP

The work group indicated in the offer cannot be modified, neither in the total number of the components nor in the person of the single components, without the prior consent of the client. To this end, the winning bidder must make a specific and motivated request indicating the names and curricula of the proposed components to replace those indicated in the bid. Replacement will be allowed only if the proposed substitutes have a similar or more qualified curriculum than the one of the replaced persons. The

replacement or variation of the work group without the client's consent is the cause of termination of the contract. The assignee assumes all legal insurance and social security charges, undertakes to comply with the regulations in force on the subject of occupational safety and remuneration of employees and, in general, undertakes to comply with all the obligations deriving from laws , regulations, collective agreements and supplementary company agreements on labour relations, in relation to all the persons who carry out activities in favour of the same, both in direct dependence, as well as occasionally, with contracts of any kind. The assignee assumes all responsibility for damages or injuries that may arise to said persons or be caused by such persons in the performance of any activity, directly or indirectly, inherent in the services covered by this procedure.

6. OBLIGATIONS OF THE IMPLEMENTING BODY

The selected Implementing Body undertakes to collaborate with the contracting authority in drafting the project which will be presented on the 2020 Simple Programs Announcement of Reg. (EU) no. 1144/2014.

In case of approval of the Program that will be presented under the Simple Programs Announcement Year 2020 of Reg. (EU) n. 1144/2014, of the Delegated Reg. (EU) n. 2015/1829, of the Implementing Reg. (EU) n. 2015/1831 and following the signing of the relative contract, the following elements will be charged to the contractor / implementing body:

1. the performance of the services covered by the contract, in agreement and collaboration with the contracting organization and the full and unconditional acceptance of the contents of this specification;
2. the observance of every indication contained in this specification, even if not specifically mentioned in this article, of rules and standards in force both at national and community level, as well as those that may be issued during the contractual period (including the rules regulations and municipal ordinances), with particular regard to those relating to hygiene and safety and in any case relating to the subject of the contract;
3. The implementing body assumes technical and financial responsibility for the actions referred to in Articles 3 and 5, including that relating to their compatibility with the current European Union legislation and with the rules of the relevant policy.

The contractor / implementing body must:

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

7. CONFIDENTIALITY AND NON-DISCLOSURE

The successful tenderer may not use, either directly or indirectly, for his own benefit or for that of third parties, the mandate given and the information he will become aware of in relation to it and this even after the expiry

of the contract. To this end, the successful tenderer may not disclose, communicate or disseminate the information and data of which it will become aware during the performance of the activities.

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

The service provider must formally commit himself to give instructions to his staff so that all data and information are treated in compliance with the relevant legislation. The contractor of the service undertakes to use the aforementioned data and information exclusively for the purposes and within the scope of the activities foreseen by the present specification

8. CONFLICT OF INTEREST

The contracting authority will take appropriate measures to prevent, identify and effectively remedy conflicts of interest in the conduct of this selection procedure so as to avoid any distortion of competition and ensure equal treatment of all economic operators, in compliance of the provisions of article 24 of Directive 2014/24 / EU and of art. 42 of Legislative Decree 50/2016.

9. CHANGES TO THE CONTRACT- QUANTITATIVE AND QUALITATIVE CHANGES IN THE SERVICES AND UNILATERAL WITHDRAWAL

The contracting body, if during the execution of the contract it is necessary to increase or decrease the services up to the amount of the fifth of the contract, reserves the right to request the contractor to carry out the same conditions provided for in the original contract. Furthermore, modifications to the contract may be envisaged during the period of effectiveness in compliance with the conditions referred to in Article 106 of Legislative Decree 50/2016. The contracting authority also reserves the right to terminate, for reasons not attributable to the executing body, the contract in whole or in part by recognizing to the enforcement body a compensation in terms of law on the part of the contract not executed. Should extraordinary interventions not requested in the present specifications be requested, the relative conditions will be agreed from time to time between the contracting body and the executing body.

10. RELATIONS BETWEEN THE CONTRACTOR AND THE ADMINISTRATION OF THE COMMISSIONING BODY

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

11. METHODS OF PAYMENT

The award amount will be paid as follows: - deferred instalments based on the progress of the service presented at the deadlines set by the Program and by the relevant legislation, up to a maximum of 80% of the contractual amount, following the presentation of a regular invoice, to which appropriate reports must be attached on the activities performed and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions; - balance of the contract amount, at the end of all the activities envisaged following the presentation of a regular invoice, to which a final report must be attached on the activities carried out and the products released and the related reporting of the expenses incurred according to the relevant regulatory provisions. The invoice, together with the foreseen documentation, must be submitted to the Contract Execution Director and to the single Process Manager in order to acquire the visa concerning the correct execution of the contract.

12. DEFAULTS

The contracting authority has the right to contest the services rendered that do not comply in full or in part with the specifications of the tender or offer proposed in the tender. In the event of a dispute, the contracting authority may request the supplier to replace personnel who are inadequate to perform the services. In the event of delay or refusal, as well as in any other hypothesis of non-compliance with the contractual obligations assumed by the economic operator, the contracting body will contest the non-compliance in writing with the execution body.

13. EXPRESS TERMINATION CLAUSE

In addition to the provisions of article 1453 Civil Code for the cases of non-fulfilment of the contractual obligations, the following cases constitute reason for the resolution of the assignment, pursuant to article 1456 of the Civil Code:

- I. serious non-compliance with the rules concerning the payment of insurance and social security charges, as well as the regulations in force concerning occupational safety and remuneration of employees;
- II. manifest non-fulfilment of the commitments undertaken with the contract;
- III. unexplained interruption of the service;
- IV. failure to comply with the design guidelines presented and any additional indications regarding the quality of the service;
- V. unauthorized disclosure of data or information relating to users, businesses and services or their noncompliant use and, in general, violation of the duty of confidentiality;
- VI. non-compliance with the prohibition of transfer of the contract;

VII. non-compliance with the rules relating to subcontracting.

In the cases indicated above, the assignment will be automatically terminated with immediate effect following the declaration of the contracting body to make use of the termination clause; this declaration will be sent via certified electronic mail (PEC) to the contractor's PEC address.

In the event of termination of the contract, the contracting body has the right to forfeit the final bail. Following any rulings, even of an interim nature, of the Regional Administrative Court or the Council of State, if an appeal is lodged, the contracting body may take the consequent measures, including revocation and / or cancellation of the assignment with consequent right to terminate and / or withdraw and / or to declare the contract ineffective and to call for a new tender or to entrust the service to another person. The contractor, in the event of termination and / or withdrawal and / or ineffectiveness of the contract, nothing can claim, even in derogation of the art. 1671 of the civil code, from the client to any title - contractual, pre-contractual and extra-contractual - except for the compensation for the activities carried out up to the moment of receipt of the communication of resolution and / or withdrawal and / or ineffectiveness.

14. CONTROLS

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

15. CONTRACTUAL EXPENSES

Stamp duty, stipulation, registration and any other ancillary expense related to the contract, are charged to 50% of the contractor execution body and to the remaining 50% to the contracting body.

16. LITIGATION

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

17. PROPERTY AND USE RIGHTS

The property and / or utilization and economic exploitation rights of the documents prepared or created by the executing body by its employees and collaborators in the context or during the execution of this service will remain the exclusive property of the contracting body which therefore, it may, without restriction, arrange for the publication, dissemination, use, duplication of such intellectual or material works. Said rights, pursuant to Law n. 633/41 "Protection of copyright and other rights granted in its exercise" as amended and supplemented by Law 248/00, shall be understood as being sold, acquired and licensed in a perpetual, unlimited and irrevocable manner. The execution organization undertakes to deliver all the products in an

open and modifiable format and expressly undertakes to provide the contracting authority with all the documentation and material necessary for the effective exploitation of the exclusive ownership rights, as well as to sign all documents necessary for the possible transcription of said rights in favor of the contracting body in any public registers or lists. The execution body undertakes to comply with the current legislation on the collection and processing of personal data and the protection of databases.

18. DATA PROCESSING

Pursuant to Legislative Decree 196/2003 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also "GDPR"), we inform you that the data collected are intended for the choice of the contractor and their conferment is optional, provided that the competitor who intends to participate in the procedure or to win the contract must provide the contracting body with the documentation required by current legislation. The rights of the interested party are those provided for by the aforementioned legislation. These rights can be exercised pursuant to and for the purposes of Legislative Decree 196/2003 and GDPR. The data collected can be communicated to the personnel of the contracting body that is in charge of the procedure and to any other person who is interested in it pursuant to Law 241/1990 s.m.i. In particular, with regard to the procedure established by this procedure:

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

The data controller Ms. Maria Grazia Minisci pursuant to art. 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation ("GDPR") and of the art. 29 of Legislative Decree no. 196/2003, as well as of the Italian regulation of adaptation to the GDPR.

For any further aspect in this regard, it is possible to refer to the "Information on the processing of personal data to the customer" of the Consorzio di Garanzia dell'Olio Extra Vergine di Oliva di Qualità and to address requests to the Consorzio di Garanzia dell'Olio Extra Vergine di Oliva di Qualità, in Rome (RM), Via Francesco Redi 4, by email: info@ceqitalia.com or by phone number + (39) 0659879428.

19 Sole responsible for the procedure

Sole manager of the procedure pursuant to art. 31 of Legislative Decree 50/2016 is Mr. Mauro Meloni.