

PROJECT: B2B PROMO-COMMERCIAL CAMPAIGN IN RUSSIA AIMED AT THE POSITIONING OF THE HOLIDAY GLOBAL DESTINATION “EMILIA-ROMAGNA” ON THE RUSSIAN OUTBOUND TRAVEL INDUSTRY MARKET - Negotiated procedure pursuant to Legislative Decree 50/2016, Art. 36, paragraph 2, letter b) - CONTRAC REFERENCE N° (CIG) 749527509A

DESCRIPTIVE AND PERFORMANCE TECHNICAL SPECIFICATIONS

The tender procedure concerns the stipulation of a contract for the assignment of the service of b2b promo-commercial campaign in Russia, aimed at the positioning of the holiday global destination Emilia-Romagna on the Russian outbound travel industry market.

Introduction

In execution of the Tourism Marketing and Promotion Plan for 2018, approved by Determination of the Director of the Emilia Romagna Region No. 2457 of 23/02/2018; according to the “2018 - 2020 Guidelines” approved by Regional Council Resolution No. 1149 of 02/08/2017 which indicate Russia as target market for the strategies of the Emilia-Romagna Region in the field of tourism promotion and promotion-commercialization, Apt Servizi - the contracting authority of this negotiated procedure - intends to implement a b2b promo-commercial campaign project that can stimulate tourist flows from Russia to Emilia-Romagna region, through the use of domestic or foreign air charter brokers.

Through this project, Apt Servizi - in-house company of the Emilia-Romagna Region, specialized in the management and implementation of regional tourism plans on the national market and, above all, in the implementation of projects on foreign markets, and being in charge of the integrated promotion and enhancement of tourist-environmental and historical-cultural resources as well as of local handicraft and of the typical agricultural products of the Region, intends:

- to increase inbound tourist flows from Russia to Emilia-Romagna, in order to support the growth and stability of the regional tourism industry;
- to win the loyalty to Emilia-Romagna from the Russian outbound travel industry;
- to rise awareness and to positioning the global tourist destination brand Emilia-Romagna on the Russian outbound travel industry market ;
- to achieve strategic synergies for the development and maintenance of the Russian organized tourism market share (FIT and Groups);
- to strengthen the effectiveness of the promotional and advertising message, linking it to the commercial activity implemented by air charter brokers operating in the wholesale supply chain of the travel industry.

Art 1 Subject matter of the service

These specifications concern the acquisition of b2b promotion, communication and marketing services to:

- support and strengthen the image of the global tourist destination *Emilia-Romagna* in Russia, on the wholesale market segment of organized tourism;

- to positioning the holiday offer of the global destination *Emilia-Romagna* on the Russian outbound travel industry market;
- to foster and increase inbound tourist flows from Russia to Emilia-Romagna.

The above with a view to enhancing the area and the offer of Emilia-Romagna as a whole with its various articulations of tourism product (Sea, Mountain, Nature, Cities of Art, Culture, Spa, Wellness, Food Valley, Motor Valley, Wellness Valley, etc.) through the following tools:

- ✓ b2b on and offline advertising campaigns in the travel business media in Russia;
- ✓ b2b campaigns on social media networks (facebook, instagram, youtube, etc.);
- ✓ b2b direct marketing campaigns;
- ✓ b2b promo-commercial events with presentation of the Emilia-Romagna destination;
- ✓ b2b workshops and / or seminars with Russian outbound tour operators;
- ✓ b2b webinar for Russian outbound tour operators.

Art 2 Characteristics and project implementation method

The promotional, communication, positioning and marketing activities - required by the tender – place among primary goals, on one hand, the increase and stabilization of incoming tourist flows from the target market – Russia – towards Emilia-Romagna, on the other hand, the loyalty of the Russian outbound tourist industry towards the global destination *Emilia-Romagna*, with a view to increasing regional attractiveness and competitiveness with an increase in the sales volumes and a tangible impact in terms of ROI, i.e. with real and measurable results for the social-economic fabric of the entire regional territory.

The target market, in line with the regional guidelines and the marketing and promotion plan of Apt Servizi, is Russia.

The technical project must guarantee an effective promotion, communication and marketing campaign that can be measured through an appropriate number of arrivals (overnight visitors) to be generated by the sales to Russian tour operators of some blocks of seats on public charter flights, operating between the Russian cities and the International airports of Emilia-Romagna.

The promotional, communication, positioning and marketing activities must be carried out strictly in Russia - the target market of the project – and targeted to Russian outbound tour operators/organizers.

Competitors must present a specific project proposal consisting of:

- the strategic marketing plan for the Emilia-Romagna destination;
- the plan of the promo-commercial campaign of the Emilia-Romagna destination;

Art 3 Service description

The promo-commercial campaign must be exclusive to the Emilia-Romagna destination only (including the territories and tourist resorts of the region) and provide a mix of instruments (at least 4 types), to be chosen from those indicated in art. 1 of these specifications.

The campaign's creativity must integrate the tourist logo of the Emilia-Romagna Region, which will be provided by Apt Servizi to the winning company.

Being a joint promotion, the economic operators taking part in the tender will be able to include, in the plan of the promo-commercial campaign, actions and interventions already implemented in 2018, even those with visual graphics without the Emilia-Romagna tourist logo, provided that the advertising message shows and highlights the name "Emilia-Romagna" and / or one or more territories and / or tourist resorts in the region.

Art 4 Duration and timing for service implementation

The contract will take effect on the subscription date and will be effective until 31.12.2018, with the option of renewal for another year, under the same conditions, for the same offer and at the same cost.

During the implementation of the contract, the successful economic operators must allow the administration to carry out checks and controls on the regular provision of the service, and on the compliance with the terms and the conditions established by contract.

Art 5 Tender amount

The amount of the tender is € 180,000.00 excluding 22% VAT, if due. The maximum amount of expenditure resulting from the conclusion of the agreement will be € 180,000.00 excluding 22% VAT, if due. The value of the first year agreement is € 90,000.00 excluding 22% VAT, if due. The value of the optional second year agreement is € 90,000.00 excluding 22% VAT, if due. The total value of the procedure is € 180,000.00 excluding 22% VAT, if due.

Art. 6 Final deposit

To guarantee the exact compliance of the contractual obligations, as well as the compensation for damages deriving from the non-fulfillment of the obligations, before the digital signing of the contract, the winning bidder is obliged to stipulate - pursuant to art. 103 of Legislative Decree 50/2016 - a surety policy equal to 10% of the award amount. The amount of the guarantee, and its possible renewal, is reduced by 50% to economic operators to whom it is issued,- by accredited bodies, in accordance with the European standards of the UNI CEI EN 45000 series and the UNI CEI EN ISO series / IEC 1700-, the quality system certification in compliance with the European standards of the UNI CEI ISO 90000 series. To benefit this reduction, the economic operator will have to point out, when bidding, the possession of the qualification by documenting it in the manner prescribed by current regulations.

In the event that the winning bidder does not comply with the provisions of paragraph 1 of art. 103 of Legislative Decree 50/2016, APT Servizi will declare lost the assignment and award the contract to the competitor that placed at second in the tender rank.

The surety policy will be released only after the termination of the business relationship and after the regular fulfillment of the contractual, salary and social security obligations has been ascertained.

Art 7 Responsibilities and obligations

The contractor is directly and exclusively responsible for damages resulting from causes attributable to it, regardless of their nature, which are caused by its staff to

persons or things, both by the administration and by third parties, depending on omissions or negligence in providing the service. In any case, the contractor undertakes to comply with the regulations on safety and prevention of occupational accidents in force in this regard, concerning the provision of the contractual services, as well as with all current legislative provisions, regulations concerning social insurance and any other regulatory requirements that may be issued in this regard.

The contractor undertakes to comply with all obligations towards its employees, in accordance with the laws and regulations in force in the field of employment and social insurance, assuming responsibility for their obligations.

The contractor undertakes to comply with all the obligations towards its employees who provided the services referred to in these specifications, and to ensure regulatory and remuneration conditions being not below those resulting from collective bargaining agreements applicable to the category and in the places where the services are provided.

Apt Servizi is absolutely unrelated to the employment relationship established between the company and its employees in charge of the service, and can never be involved in any dispute that may arise, as no employment relationship will be established between the employees of the company and the client Apt Servizi.

Art 8 Safety provisions

In order to ensure safety at the workplace, it is mandatory for the contractor to strictly comply with the provisions of the legislation on improving workers' safety in force in its country.

Art 9 Start of services - Verifications - Failures

The promotion and communication services must be carried out by the term of validity of the contract.

During the implementation of the contract, the contractor must allow the administration to carry out checks and controls on the regular provision of the service, and on the compliance with the terms and the conditions established by contract.

In order to verify the compliance of the supply, the contractor is obliged to send to APT Servizi by 30.12.2018:

- supporting documents - printed and/or digital ones - proving the successful completion of the promo-commercial campaign and compliance with the methods of execution of the service indicated in art. 3 of the present specifications (exclusivity, mix of instruments, regional tourist logo or citation of the name of the Region / territories and / or tourist resorts of the region);
- a written report certifying the total incoming volumes generated by the implementation of the strategic marketing plan for the Emilia-Romagna destination (total number of arrivals, tot number of public charter flights operated in the season, percentage comparison with the previous year, etc.).

In the event of serious breaches such as:

- failure to complete the strategic marketing plan for the Emilia-Romagna destination (i.e. cancellation of the public charter flights program, etc.);

- failure to complete the plan of the promo-commercial campaign of the Emilia-Romagna destination ;
- failure to comply with the modalities for the execution of the service indicated to art 3 of the present specifications;
- failure to send the supporting documents and the generated volumes;

Apt Servizi will resolve the contract pursuant to and for the purposes of art. 1453 et seq. of the Civil Code, with all the consequences of the law that the resolution involves.

In the event of minor defaults such as:

- partial implementation of the strategic marketing plan for the Emilia-Romagna destination and/or the plan of the promo-commercial campaign of the Emilia-Romagna destination (i.e. partial cancellation of the public charter flights program, with a consequent reduction in the duration of the campaign, etc.)
- failure to achieve the annual sales targets (arrivals and/or public charter flights below the values indicated in the technical offer);
- Apt Servizi will apply an incontestable penalty that will vary from a minimum of 10% to a maximum of 50% of the awarded value.

Art 10 Fee and method of payment

The payment of the fee (in euros) will occur once the contractor has issued the corresponding invoice, after verification of the compliance of the services and of the activities carried out. The verification will be carried out through the acquisition of the documentation referred to in art. 9 of these specifications.

The contractor can invoice the supply only after sending the documents indicated in art. 9 of these specifications. Failure to send these documents constitutes a serious breach and will result in the termination of the contract, pursuant to and for the purposes of Article 1453 et seq. of the Civil Code.

Art 11 Obligations for traceability of financial flows

In accordance with Art. 3 of Law Nr. 136 of 13th August 2010 and subsequent amendments and additions, the winning bidder explicitly assumes the obligations of traceability of the financial flows in the aforementioned regulation, and he undertakes to provide Apt Servizi with a current account dedicated to payments. Failure to comply with this clause will result in the automatic termination of the contract by law pursuant to Art. 1456 of the Civil Code.

Art 12 Resolution and withdrawal

The termination of the contract can occur in the following cases:

- a) when Apt Servizi and the company, by mutual consent, agree that the contract should be terminated before completion of the same;
- b) due to the absolute and definitive impossibility for the company to provide the services for reasons of force majeure;
- c) due to bankruptcy, winding up, liquidation or cessation of activities;
- d) due to contract transfer;
- e) due to sale of the company, if Apt Servizi decides not to continue the contractual relationship with the buyer; the same procedure applies in case of rent or usufruct of the company;

- f) due to fraud, gross negligence or non-fulfilment, failure to comply with the obligations and the conditions signed;
- g) in other cases provided for by current legislation and by these specifications (the latter cases are set out in Art. 9).

The additional costs incurred by Apt Servizi compared to those provided for in the terminated contract will be charged to the defaulting company. The enforcement of a claim for damages does not exempt the company from the civil and criminal responsibilities the same can incur according to the law for the facts that motivated the resolution.

The contracting authority reserves the unquestionable right not to give rise to the tender or to extend the date without the tenderers having any claim in this regard. Furthermore, it reserves the right to interrupt or to cancel the tender at any time based on assessments of its own and exclusive competence, without the tenderers having any rights and/or expectations whatsoever, or obtaining the reimbursement of the expenses possibly incurred for any reason.

Art 13 Confidentiality

The successful tenderer agrees to observe the full confidentiality on information, documents, knowledge or any other elements that might be provided by Apt Servizi, by public bodies and administrations, and by associations or other bodies participating in the project and/or any parties that are interested in the activities.

Art 14 Data processing

The data provided by the tenderers, which is mandatory for the purposes related to this call for tenders, will be processed by Apt Servizi in compliance with the current provisions of law in force (Legislative Decree No. 196/2003). The Data Controller is Apt Servizi s.r.l., in the person of its President and Legal Representative; the Data Processor is Mrs Rita Boselli, Administrative Officer.

Art 15 Final provisions

Anything not provided for in these specifications will be governed by the current provisions of law in force.