



## TENDER DISCIPLINARY

### **EUROPEAN OPEN CALL FOR TENDER FOR THE AWARDING OF SERVICES FOR A PROMOTIONAL AND MARKETING CAMPAIGN IN GERMANY, AIMED AT THE PROMOTION, MARKETING AND PLACEMENT ON THE MARKET OF THE TOURIST DESTINATION BRAND “ROMAGNA” – Contract Reference Number/CIG 76358896F0**

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### **PREMISE**

This Administration hereby announces an open call for tender, pursuant to Arts. 60 and 95 of Legislative Decree 50/2016.

The tender shall be awarded on the basis of the criterion of best-value-for-money, pursuant to Art. 95, paragraph 3 of Legislative Decree 50/2016.

Pursuant to Art. 95, paragraph 7 of Legislative Decree 50/2016, the cost element shall assume the form of a fixed cost that business operators shall compete on, based solely on quality criteria.

The site to operate the service is Germany, which is the target market of the campaign.

Contract Reference Number/CIG 76358896F0

The Sole Project Manager pursuant to Art. 31 of Legislative Decree 50/2016 is Rita Boselli, who covers the role of Administration Office Manager at Apt Servizi srl.

This disciplinary, along with the call for tender, the project and the tender specifications contain the rules relating to the terms and conditions for participating in the selection procedure, the methods for filling in and presenting the bid and additional documents to be presented with the same and the award procedure, as well as any further information regarding the tender, as specified in more detail in the project, ex Art. 23, paragraphs 14 and 15 of Legislative Decree 50/2016.

This tender award is part of the three-year programme for the purchase of goods and services, pursuant to Art. 21 of Legislative Decree 50/2016.

The tender itself:

- was published on the Official Journal of the European Union – issue no. 194 - on the 5<sup>th</sup> October 2018
- was published on the Official Gazette of the Italian Republic – issue no. 118 - on the 10<sup>th</sup> October 2018;
- is published on the contractor's online profile on <https://www.aptservizi.com/azienda/bandi->

### **Art 1 CONTRACTING AUTHORITY**

The contracting authority is Apt Servizi S.r.l., with registered offices in Viale Aldo Moro, 62 40127 Bologna and operational offices in Piazzale Fellini, 3, 47921, Rimini, tax code and VAT no. 01886791209, tel. +39 0541430111, fax +39 0541430150, certified email address [aptservizi@pec.aptservizi.com](mailto:aptservizi@pec.aptservizi.com), website [www.aptservizi.com](http://www.aptservizi.com).

The Sole Project Manager is Rita Boselli, who also covers the role of Administration Office Manager and Transparency and Anti-Corruption Manager, email address: [r.boselli@aptservizi.com](mailto:r.boselli@aptservizi.com).

### **Art 2 TENDER DOCUMENTS, CLARIFICATIONS AND COMMUNICATIONS**

Tender documents include the:

- the project, pursuant to Art. 23, paragraphs 14 and 15 of Legislative Decree 50/2016, and the contents provided therein:
  - α) technical-illustrative report of the context of the service;
  - β) special descriptive and performance-based specifications and relevant attachments;
- Invitation to tender
- Tender specifications and relevant attachments

The tender in question does not require drafting of the Interference Risk Assessment Document (IRAD) given that the terms and conditions provided for by existing legislation do not apply, as the service being awarded is of an intellectual nature. Services shall be provided away from the offices of the contracting authority and shall be carried out exclusively by the personnel of the successful bidders, not employed by the contracting authority.

Further clarifications on these procedures can be obtained by sending written queries to the Sole Project Manager at the following addresses:

- [bandi@pec.aptservizi.com](mailto:bandi@pec.aptservizi.com) (for Italian economic operators)
- [bandi@aptservizi.com](mailto:bandi@aptservizi.com) (for overseas economic operators)

at least 5 days prior to expiry of the deadline for bid presentation. Any queries arriving after the deadline indicated above therefore, shall remain unanswered.

Any requests for clarifications must be made exclusively in Italian or English.

Pursuant to Art. 74, paragraph 4 of Legislative Decree 50/2016, replies to all queries presented on time shall be given at least 5 days prior to the deadline set for bid presentation and shall be published anonymously on the contracting party's website <https://www.aptservizi.com/azienda/bandi-di-gara-richieste-di-offerta/pubblicazioni-di-bandi-di-gara-e-richieste-di-offerta/>

Pursuant to Art. 76, paragraph 6 of the Legislative Decree 50/2016, competing bidders must indicate in their bid their certified email address or - only for those with registered offices in other Member States or third countries - the email address to be used for communication, pursuant to Art. 76, paragraph 5 of the Legislative Decree 50/2016.

*With the exception of the provisions of these specifications, all communications between the contracting authority and economic operators are deemed validly and effectively made when they take place between the following addresses:*

- *bandi@pec.aptservizi.com (for Italian economic operators)*
- *bandi@aptservizi.com (for overseas economic operators)*

*and the address indicated by bidders in the tender documents.*

Any changes to the certified email/email address or temporary problems in the use of such forms of communication must be promptly notified to the contracting authority; otherwise, the contracting authority declines all liability for the late arrival or unsuccessful sending of communications.

For temporary associations, EEIGs, network groupings of companies or ordinary consortiums, even if not yet formally constituted, communication sent to the agent shall be deemed validly sent to all economic operators in the group or consortium.

For pooling, communication sent to the bidder shall be deemed validly sent to all auxiliary economic operators.

For subcontracting, communication sent to the bidder shall be deemed validly sent to all subcontractors indicated.

### **Art 3 SUBJECT OF THE CONTRACT**

The subject of the tender procedure is the awarding of services relating to a promotional and marketing campaign in Germany, targeting the promotion, marketing and placement on the market of the tourist destination brand "Romagna".

The subject of the tender contract is a single service, not one divided into lots.

Through this project, Apt Servizi, an in-house company of the Region of Emilia-Romagna, specialising in regional tourism promotion, pursuant to Regional Law 4/2016, aims to:

- increase inbound tourism flows to Romagna from Germany, to support the growth and stability of the regional tourism industry;
- foster the loyalty of continuing inbound tourism flows from Germany;
- arise the reputation and value of the tourist destination brand Romagna in Germany;
- develop synergies with well-established and renowned tourist brands in Germany which is the main and the most the strategic overseas catchment area for the tourism industry of Emilia-Romagna;
- consolidate the efficacy of the promotional and advertising message, combining it with the commercial activity implemented by airlines that provide and sell air travels from Germany to Romagna;
- increase the market share of independent and organised tourism (groups and FIT).

The service consists in the co-participation of Apt Servizi in joint promotional marketing campaigns realised by airlines with a view to:

- increasing the reputation and the awareness of the tourist destination Romagna in the target market, both with the final consumer and product distribution networks;
- placing the tourism offer of Romagna on the target market;
- favouring the sale of travels to Romagna.

#### **Art 4 TENDER STARTING PRICE, DURATION, OPTIONS**

The overall value of the tender is € 750,000.00 net of VAT and / or other taxes and legal contributions, if due, for a contract of a total duration of three years.

The cost of labor is estimated at € 150,000.00 net of VAT and / or other taxes and legal contributions, if due.

The services will be provided outside the premises of the contracting authority and will be carried out exclusively by the personnel of the contracting entity, not employed by the contracting authority. Therefore, safety from interference costs for the contracting authority are zero.

The annual expenditure required for the completion of the three-year procedure will be booked by resolutions to contract in the accounting entries for the years 2019 and subsequent two years (2020 and 2021), based on the funds that Emilia-Romagna Region will deliberate and determine in favor of Apt Servizi for the implementation of the annual tourism marketing and promotion projects,

achieving the regional tourism planning, as per the multi-year Framework Convention between the Emilia-Romagna Region and Apt Servizi.

The service object of this procedure is included in the three-year program of purchases of goods and services of the contracting authority, as per article 21 of Legislative Decree 50/2016.

The contract is financed with budget funds of the contracting authority and the chapters of the related exercises of competence, with attribution to the respective intervention and expenditure chapters.

The duration of the contract is three years / thirty-six months, starting from the date the contract is signed.

The tender will be funded through the contracting authority's budget and expenditure relating to the relevant financial year, with allocation to the respective intervention and expenditure items.

The duration of the contract is three years, starting from the date the contract is signed.

**Art 5 BIDDERS ADMITTED, EITHER INDIVIDUALLY OR IN ASSOCIATION,  
PARTICIPATION TERMS AND CONDITIONS, REQUISITES, GROUNDS FOR  
EXCLUSION**

Economic operators, even those based in other EU Member States, can participate in this tender, either individually or in association, pursuant to the provisions of Art. 45 of Legislative Decree 50/2016, providing they possess the requisites provided for in the articles below. For subjects constituted in associated form, the provisions of Arts. 47 and 48 of Legislative Decree 50/2016 apply.

**Temporary associations of companies and ordinary consortiums**

Pursuant to Art. 48 of Legislative Decree 50/2016, temporary associations of companies and ordinary consortiums of bidders, even if not yet constituted, are admitted to participate. In this event, the bid should be signed by all the economic operators in the grouping or consortium and should contain the commitment that if the bid is successful, the said operators shall confer a special collective mandate with representation to one of the parties, indicated in the bid and qualified as agent that shall draft the contract in the name and on behalf of itself and the principals. The bid should specify the percentage of the service to be carried out by the individual economic operators in the grouping or consortium.

Bidders are strictly forbidden to participate in the tender in more than one temporary grouping or ordinary consortium of bidders or even to participate in the tender individually if they are also participating in the same tender in a grouping or ordinary consortium of bidders.

### **Consortiums of production and labour cooperatives, artisan company consortiums and permanent consortiums**

Pursuant to Art. 45, paragraph 2, letters b) and c) of Legislative Decree 50/2016, consortiums must indicate for which consortium members the consortium is competing. The latter is strictly forbidden to participate in the same tender in any other form; in the presence of such co-participation, both the consortium and the consortium member the consortium is bidding with shall be excluded from the tender.

Any modification to the composition of temporary associations of companies and ordinary consortiums of bidders from those resulting from the commitment presented during the bid is strictly forbidden, with the exception of the provision of paragraphs 17,18, 19, 19 *bis* and 19 *ter* of Art. 48 of Legislative Decree 50/2016.

### **Network contracts**

In as far as compatible, pursuant to Art. 45, paragraph 2, letter f) of Legislative Decree 50/2016, the provisions for temporary associations and ordinary consortiums apply to groupings of companies adhering to network contracts.

### **EEIG**

In as far as compatible, pursuant to Art. 45, paragraph 2, letter g) of Legislative Decree 50/2016, the provisions for temporary associations and ordinary consortiums also apply to EEIG.

Each bidder cannot present more than one bid.

Pursuant to Art. 186 *bis* of Regional Decree 367 of 16 March 1942, a company operating in composition with creditors on an ongoing concern basis can bid, even as part of a temporary grouping of companies, providing it does not cover the role of agent and also providing that the other companies in the temporary grouping of companies are not subject to insolvency procedures.

Furthermore, Art. 48, paragraph 7-*bis*, of the Legislative Decree 50/2016 regarding the replacement of an associated company applies.

## **Requisites and grounds for exclusion**

### **General requisites**

The tender excludes any economic operator:

- for whom grounds for exclusion pursuant to Art. 80 of Legislative Decree 50/2016 apply; the inexistence of grounds for exclusion pursuant to paragraph 1 must also be declared for subjects removed from office the year prior to publication of the call for tender, if the company fails to demonstrate it has completely and effectively dissociated from the criminally-sanctioned conduct;
- forbidden to negotiate with public administrations.

In any case, economic operators who have entrusted appointments in breach of Art. 53, paragraph 16-ter of Legislative Decree 165/2001 are also excluded.

### **Special requisites**

On penalty of exclusion, the tender is reserved for the following types of economic operator:

- **Italian or foreign airlines and/or groupings of airlines (alliances) and/or concessionaries of advertising space controlled by airlines.**

On penalty of exclusion, participation in the tender is open exclusively to airlines or groupings of airlines (alliances) or concessionaires of advertising spaces controlled by airlines, that will operate direct flights from Germany to Romagna in the three-year period 2019-2021.

As proof of possession of the special requirements, competitors must enclose a copy of:

1. Aircraft operating license in compliance with applicable laws and regulations;
2. Air Operator Certificate (AOC) or equivalent certificate issued by the competent authority of the country of origin;

The concessionaires of advertising spaces controlled by national or international airlines must present, under penalty of exclusion, a copy of the documentation certifying the control by the airline pursuant to art. 2359 of the Civil Code.

### **Suitability requisites**

Competing bidders must be registered with the Chamber of Commerce, Industry, Crafts and Agriculture or registered with the provincial committees for artisans for activities coherent to those that are the subject of these procedures.

Pursuant to Art. 83, paragraph 3 of Legislative Decree 50/2016, competing bidders not based in Italy but in another EU Member State or a third country must present a sworn declaration or comply with methods applicable in the state they are based in.

### **Technical and professional capacity requisites**

On penalty of exclusion, participation in the tender is open to companies that:



- in the last three years, have performed similar services of a value of not less than € 750,000.00 plus VAT. This requirement is required considering the goals of the project, the characteristics and dynamics of the air transport service sector.

Failure to meet even just one of the requisites indicated above shall imply exclusion from the procedure.

### **Indications for temporary associations, ordinary consortiums, groupings of companies**

Pursuant to Art. 45, paragraph 2, letter d), e), f) e g), of Legislative Decree 50/2016, subjects must have the participation requisites compliant with the terms and conditions indicated below.

Pursuant to Art. 83, paragraph 3 of Legislative Decree 50/2016, the requisite relating to registration with the Chamber of Commerce, Industry, Craft and Agriculture or a similar register for competing bidders not from Italy but from another EU Member State or a third country must apply:

- a. to each of the companies that form/shall form the group or are part/shall be part of the consortium or EEIG;
- b. to each of the companies adhering to the network contract indicated as the contracting company and by the network itself, if it has legal personality.

The special requisites must be held by the mandate company.

The technical and professional capacity requisites must be satisfied by the horizontal temporary association, consortium, EEIG or companies adhering to the network contract as a whole; the mandate company must have the majority of these requisites.

### **Indications for consortiums of artisan company cooperatives and permanent consortiums**

Subjects pursuant to Art. 45, paragraph 2, letters b) and c) of Legislative Decree 50/2016 must possess the requisites for participation in compliance with the terms indicated below.

The requisite relating to registration with the Chamber of Commerce, Industry, Craft and Agriculture or a similar register for competing bidders not based in Italy but in another EU Member State or a third country, pursuant to Art. 83, paragraph 3 of Legislative Decree 50/2016 must apply to the consortium and the companies in the consortium indicated as the contracting companies.

The special requisites must apply to at least one of the members of the consortium or at least one of the consortium companies indicated as contracting companies.

Pursuant to Art. 47 of Legislative Decree 50/2016, the technical and professional capacity requisites must apply:

- a. for consortiums of artisan cooperatives and companies, pursuant to Art. 45, paragraph

- 2, letter b) of Legislative Decree 50/2016, directly to the consortium itself;
- b. for permanent consortiums, pursuant to Art. 45, paragraph 2, letter c) of Legislative Decree 50/2016, directly to the consortium or the individual companies in the consortium that are contracting companies or by the consortium via pooling of the requisites possessed by the consortium companies not indicated as contracting companies, pursuant to Art. 47, paragraph 2 of Legislative Decree 50/2016.

### **Art 6 POOLING**

Art. 89 of Legislative Decree 50/2016 provides for the economic operator, whether individually or in association, pursuant to Art. 45 of Legislative Decree 50/2016, to prove possession of the economic and financial standing requisites, pursuant to Art. 83, paragraph 1, letter b) of Legislative Decree 50/2016, using the requisites of other subjects, including those participating in the grouping. Pooling is not permitted in order to prove moral or professional suitability requisites.

Pursuant to Art. 89, paragraph 1 of of Legislative Decree 50/2016, **on penalty of nullity**, the pooling contract must contain details of the requisites provided and the resources offered by the auxiliary company.

The competing bidder and auxiliary company are jointly liable towards the contracting authority in relation to the services that are the subject of the contract.

The pooling of several auxiliary companies is permitted. Auxiliary companies cannot, in turn, avail themselves of other subjects.

Pursuant to Art. 89, paragraph 7 of Legislative Decree 50/2016, on penalty of exclusion, it is not permitted for more than one competing bidder to avail itself of the same auxiliary or that both the auxiliary and the company that avails itself of its requisites participate in the tender.

The auxiliary company can assume the role of subcontractor, within the limits of the pre-established requisites.

Pursuant to Art. 89, paragraph 3 of Legislative Decree 50/2016, the competing bidder undertakes to replace the auxiliary should there be reasons that obligatorily exclude it or should it not satisfy the relevant selection criteria.

Pursuant to Art. 89, paragraph 5 of Legislative Decree 50/2016 the obligations provided for in anti-mafia legislation that apply to the bidder also apply to the auxiliary subject.

### **Art 7 SUBCONTRACTING**

On making the bid, the competing bidder indicates the parts of the service it intends to subcontract or grant in piece work, which should amount to no more than 30% of the overall contract, in compliance with the provisions of Art. 105 of Legislative Decree 50/2016; if subcontracting is not indicated, it is forbidden.

Pursuant to Art. 105, paragraph 6 of Legislative Decree 50/2016, the bidder must name three subcontractors in the bid: indicating the same subcontractor in more than one trio by different competing bidders is permitted. Failure to declare the trio does not constitute a reason for exclusion but means the bidder cannot subcontract.

Subcontractors must possess the requisites pursuant to Art. 80 of Legislative Decree 50/2016 and declare them in the bid by presenting their own ESPD or a self-declaration with the same contents.

Failure of one of the subcontractors indicated in the trio to possess the requisites, pursuant to Art. 80 of Legislative Decree 50/2016, implies exclusion of the bidder from the tender.

#### ***Art 8 PROVISIONAL GUARANTEE***

The bid must be accompanied by:

1. a provisional guarantee, pursuant to Art. 93 of Legislative Decree 50/2016, equal to 2% of the base price and precisely, for the amount of € 15,000.00, with the exceptions pursuant to Art. 93, paragraph 7 of Legislative Decree 50/2016.
2. a declaration of commitment, by a bank or insurance institute or by another subject pursuant to Art. 93, paragraph 3 of Legislative Decree 50/2016, even different to the subject that issued the provisional guarantee, to issue a final guarantee pursuant to Art. 93, paragraph 8 of Legislative Decree 50/2016 should the bidder become the contractor. Microenterprises, small- and medium-sized businesses or temporary associations of companies or ordinary consortiums constituted exclusively of the same, do not need to provide this declaration of commitment.

Pursuant to Art. 93, paragraph 6 of Legislative Decree 50/2016, the provisional guarantee covers failure to sign the contract following its awarding due to any fact attributable to the bidder/contractor or due to adoption of anti-mafia disqualification information, issued pursuant to Arts. 84 and 91 of Legislative Decree 159 of 6 September 2011. Facts attributable to the bidder/contractor include, amongst other things, failure to prove possession of the general and specific requisites and failure to produce the documentation required and necessary in order to draw up the contract. Exclusion from the call for tender prior to its awarding, with the exception

of the cases pursuant to Art. 89, paragraph 1 of Legislative Decree 50/2016, shall not imply enforcement of the provisional guarantee.

Pursuant to Art. 89, paragraph 1 of Legislative Decree 50/2016, the provisional guarantee also covers false declarations made during pooling.

The bidder shall choose from the following forms of provisional guarantee:

- a) government bonds guaranteed by the State, deposited with a provincial Treasury branch or at authorised companies, as a pledge in favour of the contracting authority; the value must be that applicable on the day the deposit is received;
- b) subject to applicable limitations on the use of cash pursuant to Art. 49, paragraph 1 of Legislative Decree 231 of 21 November 2007, in cash, by bank transfer or by cashier's cheque, with payment made at IBAN IT57B0200802430000010711744 SWIFT UNCRITM1MP3;
- c) a bank or insurance guarantee issued by a bank or insurance company that meets the requisites pursuant to Art. 93, paragraph 3 of Legislative Decree 50/2016. In any case, the guarantee must be compliant to the model specified pursuant to Art. 103, paragraph 9 of Legislative Decree 50/2016.

Before signing, economic operators must check that the guarantor effectively has authorisation to issue guarantees, by accessing the following websites:

- <http://www.bancaditalia.it/compiti/vigilanza/intermediari/index.html>
- <http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/garanzie-finanziarie/>
- [http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/soggetti-non-legittimati/Intermediari\\_non\\_abilitati.pdf](http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/soggetti-non-legittimati/Intermediari_non_abilitati.pdf)
- <http://www.ivass.it/ivass/impresesp/HomePage.jsp>

In the event of rendering a guarantee, this must:

- 1) contain express mention of the purpose and the guaranteed party;
- 2) be made out to all the economic operators of the temporary association of companies or ordinary consortium or EEGI constituted/in the process of being constituted or all the companies in the network participating in the bid or, for consortiums pursuant to Art. 45, paragraph 2, letters b) and c) of Legislative Decree 50/2016, to the consortium alone;
- 3) comply with the specified model approved by the decree issued by the Ministry for Economic Development, in agreement with the Ministry for Infrastructure and Transport, and previously

agreed with the banks and insurance companies or their representatives. It should comply with specified policy models, pursuant to Art. 127, paragraph 4 of the Regulation (for delays in approval of the new specified policy models, guarantees drafted based on the specified model provided for in Ministry of Economic Development decree 123 of 23 March 2004 should be integrated with express provision of the waiver to the exception pursuant to Art. 1957, paragraph 2 of the Italian Civil Code, whilst any reference to Art. 30 of Italian Law 109 of 11 February 1994 should be deemed replaced by Art. 93 of Legislative Decree 50/2016);

- 4) be valid for 180 days from the deadline date for presentation of the bid;
- 5) expressly provide for:
  - a) waiving the right to enforce prior payment by the principal debtor, pursuant to Art. 1944 of the Italian Civil Code, wishing and intending to remain jointly liable with the debtor;
  - b) waiving objection to the deadline, pursuant to Art. 1957 of the Italian Civil Code;
  - c) their operability within fifteen days of a simple written request by the contracting authority;
- 6) contain a commitment to issue the final guarantee, when issued by the same guarantor.

The guarantee and declaration of commitment should be signed by the party holding the powers necessary to commit the guarantor and should be produced in one of the following forms:

- an original or authenticated copy, pursuant to Art. 18 of Presidential Decree 445 of 28 December 2000;
- an electronic document, pursuant to Art. 1, letter p) of Legislative Decree 82 of 7 March 2005, signed with the digital signature of the subject holding the powers necessary to commit the guarantor;
- an electronic copy of an analogue document (scan of a paper document), pursuant to the methods provided for by Art. 22, paragraphs 1 and 2 of Legislative Decree 82/2005. In such cases, conformity of the document to the original should be attested by a public official by means of a digital signature (Art. 22, paragraph 1 of Legislative Decree 82/2005) or by a special declaration of authenticity signed by a notary public or public official (Art. 22, paragraph 2 of Legislative Decree 82/2005) by means of a digital signature.

In the event of a request to extend the duration and validity of the bid and the guarantee, the bidder can produce a new provisional guarantee from another guarantor to replace the previous one, providing it has express validity from the date of presentation of the bid.

The amount of the guarantee and its renewal, if applicable, shall be discounted as specified by the measures and methods pursuant to Art. 93, paragraph 7 of Legislative Decree 50/2016.

To qualify to apply the aforementioned discounts, the bidder should highlight and document possession of the relevant requisites in the bid, providing a copy of the certificates held.

For participation in an associated form, pursuant to Art. 93, paragraph 7, a 50% discount is given for possession of quality system certification, which is obtained:

- a. in the event of participation of subjects pursuant to Art. 45, paragraph 2, letters d), e), f) and g) of Legislative Decree 50/2016, only if all the companies that constitute the group/association, ordinary consortium or EEGI or all those in the network taking part in the bid have the aforementioned certification;
- b. in the event of participation as a consortium, pursuant to Art. 45, paragraph 2, letters b) and c) of Legislative Decree 50/2016, only if the aforementioned certification is held by the consortium and/or members of the consortium.

Other discounts provided for by Art. 93, paragraph 7 of Legislative Decree 50/2016, can be obtained in the event of possession of certification by a single associate or for consortiums pursuant to Art. 45, paragraph 2, letters b) and c) of Legislative Decree 50/2016 by the consortium and/or members of the consortium.

Failure to present the provisional guarantee and/or the commitment to issue the final guarantee is rectifiable, by means of a procedure to remedy deficiencies, only if they have been constituted prior to presentation of the bid. It is the responsibility of the economic operator to prove that such documents were produced no later than the deadline date for presentation of bids. Pursuant to Art. 20 of Legislative Decree 82/2005, the date and time of formation of the electronic document are bidding on third parties if applied in compliance with technical rules on validation (e.g. time stamping).

Presentation of a guarantee with a lower value or missing one or more of the specifications indicated above (held by only a few members of the temporary association of companies, missing obligatory clauses, etc.) is also rectifiable.

Signing of the provisional guarantee by a subject not entitled to issue a guarantee or not authorised to commit the guarantor is not rectifiable and therefore, is cause for exclusion.

## **Art 9 PAYMENT OF THE CONTRIBUTION TO ANAC**

On penalty of exclusion and further to legal provisions, bidders must make a payment to the National Anti-Corruption Authority (ANAC) of € 70.00, pursuant to ANAC deliberation no. 1377 of 21 December 2016 and attach the receipt to the tender documents.

In the event of failure to present the receipt, the contracting authority shall ascertain payment by consulting the AVCPass system. Should payment not be registered on the system, failure to present the receipt can be rectified pursuant to Art. 83, paragraph 9 of Legislative Decree 50/2016, providing payment is made prior to expiry of the bid presentation deadline.

In the event of failure to demonstrate payment, the contracting authority shall exclude the bidder from the tender procedure, pursuant to Art. 1, paragraph 67 of Italian Law 266/2005.

#### **Art10 BID PRESENTATION METHOD AND SIGNING OF TENDER DOCUMENTS**

On penalty of exclusion, the pack containing the bid must be sealed and sent by recorded delivery or courier or delivered by hand.

The pack should be sent exclusively to the following address: Apt Servizi, Piazzale Fellini, 3, 47921 Rimini (RN), Italy and should arrive no later than 12.00 **on 16<sup>th</sup> November 2018.**

For delivery by hand, the administration offices of Apt Servizi are open on the following days and at the following times:

- from Monday to Thursday from 9.00 am - 1.00 pm and 2.00 pm - 5.00 pm.
- Friday from 9.00 am to 2.00 pm.

In this case, the administration offices shall issue the relevant receipt.

Deliveries made other than on the days, at the times and in the places indicated above shall not be accepted.

Apt Servizi declines all liability regarding postal errors or errors of any other nature that prevent delivery of the pack.

No refund shall be due for participation in the tender, even if the tender is not awarded.

On the outside, the pack should indicate the name/company name of the bidder, the bidder's certified email address (for Italian economic operators) or email address (for overseas economic operators), as well as the following wording:

**CONTRACT REFERENCE NUMBER/ CIG 76358896F0 - EUROPEAN OPEN CALL FOR THE AWARDING OF SERVICES FOR A PROMOTIONAL AND MARKETING CAMPAIGN IN GERMANY, AIMED AT THE PROMOTION, MARKETING AND**



**PLACEMENT ON THE MARKET OF THE TOURIST DESTINATION BRAND  
“ROMAGNA”– BID DEADLINE: NOVEMBER, 16 2018 - DO NOT OPEN.**

For associated bidders, whether already constituted or due to be constituted, the pack should provide information regarding each individual participant.

The pack should contain two closed and sealed envelopes bearing the name of the sender, an indication of the subject of the tender contract and the following words, respectively:

ENVELOPE “A” – ADMINISTRATIVE DOCUMENTS

ENVELOPE “B” – TECHNICAL BID

Should envelopes “A” and “B” contained in the pack not be sealed or should they not be intact, compromising the requirement for confidentiality, these shall be considered grounds for exclusion from the tender.

Based on the same terms and conditions and formalities indicated above and within the deadline indicated for presentation of the bid, on penalty of the impossibility to accept the same, bidders can send replacements to packs already presented. Neither integrations to packs already delivered, nor integrations or replacements of the individual envelopes in the packs are permitted as the bidder can only request for a pack that has already been delivered to be replaced with another pack.

For bidders with registered offices in Italy or in a country of the European Union, self-declarations should be drafted, pursuant to Arts. 46 and 47 of Presidential Decree 445/2000; for bidders with registered offices in a European Union country, self-declarations are made using equivalent documents, in compliance with the legislation applicable in the country of origin.

All self-declarations made, as well as the ESPD, the application for participation and the technical bid must be signed by the legal representative or proxy of the bidder or for multi-subject participation, in compliance with the terms and conditions of these tender specifications.

The application for participation form can be found on the contractor’s online profile.

<https://www.aptservizi.com/azienda/bandi-di-gara-richieste-di-offerta/pubblicazioni-di-bandi-di-gara-e-richieste-di-offerta/>

The declarant must attach a photostatic copy of a valid identity document (only one copy of the identity document is necessary for each declarant even if there are several declarations on separate sheets).

The proxy should attach a conformant copy of the original of the relevant proxy.



Pursuant to Arts. 18 and 19 of Presidential Decree 445/2000, respectively, documents can be presented in authenticated or compliant copies, unless the original is expressly requested.

For bidders not based in Italy, equivalent and appropriate documents should be presented, pursuant to the legislation of the country of origin; Art. 83, paragraph 3 and Arts. 86 and 90 of Legislative Decree 50/2016.

All the documents to be presented must be in Italian or if drafted in a foreign language, must be accompanied by a sworn translation into Italian. For any contrast between the foreign language text and the text in Italian, the text in Italian shall prevail, it being at the risk of the bidder to guarantee the faithfulness of the translation. For documents in English, a simple translation is permitted.

Late bids **shall be excluded** as they shall be considered irregular, pursuant to Art. 59, paragraph 3, letter b) of Legislative Decree 50/2016.

Pursuant to Art. 32, paragraph 4, of Legislative Decree 50/2016, bids shall bind the corresponding bidder for 180 days from the deadline date given for presentation of the bid.

Should tender operations still be underway on the date of expiry of the validity of the bids, the contracting authority can, pursuant to Art. 32, paragraph 4 of Legislative Decree 50/2016, ask bidders to confirm the validity of the bid until the date indicated by the aforementioned contracting authority by presenting a special document certifying the validity of the guarantee made during the bid until the same date.

Failure to respond to the request of the contracting authority shall be considered as waiving participation in the tender by the bidder.

### **Art 11 REMEDYING DEFICIENCIES PROCEDURE**

The shortcomings of any formal element of the bid, and in particular, the absence, incompleteness and any other essential irregularity of the elements and of the ESPD, with the exception of those relating to the economic bid and the technical bid, can be remedied through the Remediating Deficiencies Procedure pursuant to art. 83, paragraph 9 of the Legislative Decree 50/2016.

The essential irregularity can be remedied when it is not related to a substantial deficiency of the requisites to which the evidence that the omitted or irregularly documentation was finalized. The subsequent document correction or integration is allowed if it can certify the existence of pre-existing circumstances, that is to say requisites and documents / elements accompanying the bid.

Specifically, the following rules apply:

- failure to possess the requisites can not be remedied by the Remediating Deficiencies Procedure and determines the exclusion from the tender procedure;
- the omitted or incomplete and irregular presentation of declarations on the possession of the requisites and any other lack, incompleteness or irregularity of the ESPD and of the application for participation, including the lack of subscription, can be remedied, with the exception of false declarations;
- the non-production of the declaration of use of the pooling contract, can be object of the Remediating Deficiencies Procedure only if the above mentioned elements were pre-existent and provable with documents dating back to a date prior to the bid submission deadline;
- the lack of presentation of elements accompanying the bid (eg provisional guarantee) or conditions of tender participation (eg special collective mandate or commitment to conferring a collective mandate), both of which are relevant at the tender stage, are remediable, only if pre-existing and demonstrable with documents, dating back to a date prior to the bid submission deadline;
- failure to submit declarations and / or elements accompanying the bid, which have relevance during the execution phase (eg declaration of the parts of the service / supply pursuant to Article 48, paragraph 4 of the Legislative Decree 50/2016) can be remedied.
- For the purposes of the amnesty the contracting authority assigns a reasonable term to the competitor - not more than four days - for the necessary declarations to be made, supplemented or regularized, indicating the content and the subjects who must render them.

If the bidder produces statements or documents that are not perfectly consistent with the request, the contracting authority may request further clarifications, setting a peremptory term under penalty of exclusion.

In the event that the deadline is useless, the contracting authority proceeds to exclude the bidder from the procedure.

### **Art 12 CONTENTS OF ENVELOPE “A”**

On penalty of exclusion, the envelope must be closed and sealed and should indicate on the outside the name of the sender, the subject of the contract and the words “ENVELOPE A - ADMINISTRATIVE DOCUMENTS”

It should contain:

- A. ESPD** - European Single Procurement Documents signed, pursuant to Presidential Decree

no. 445/2000, by the economic operator's legal representative.

The online ESPD is available on the EU website: <https://ec.europa.eu/tools/espd?lang=it>

The ESPD must be provided electronically (saved on CD or USB stick), signed digitally (in pades or cades format) by the legal representative.

In the ESPD, bidders must:

- ✓ provide all the information requested by filling in the relevant parts.
- ✓ confirm they possess the selection criteria, in other words:
  - they have the general requisites, pursuant to Art. 80 of Legislative Decree 50/2016;
  - they are an Italian or foreign airline or a grouping of airlines (alliances) or a concessionary of advertising spaces controlled by airlines.
  - they have performed similar services of a value of not less than € 750,000.00 plus VAT in the last three years;

**A.1 The declaration regarding possession of the requisites pursuant to Art. 80, paragraph 1 of Legislative Decree 50/2016 can be presented by the legal representative of the company in the name and on behalf of the following other figures, as indicated by law:**

1. for sole proprietorship companies: the owner and the technical director;
2. for general partnership companies: all shareholders and the technical director;
3. for limited partnership companies: all general partners and the technical director;
4. for other companies or consortiums: all members of the Board of Directors that have been given legal representation, including agents and general proxies, members of the organs with management and supervisory powers or subject with the powers of representation, management and control, the technical director, the sole shareholder, a physical entity or the majority shareholder for companies with fewer than four shareholders, if another type of company or consortium.

As an alternative to this declaration, the company can present a single self-certification from each of the subjects indicated above.

**B. APPLICATION FOR PARTICIPATION AND SUPPLEMENTARY DECLARATION (preferably using the form in Attachment A) signed by an administrator with the power of representation or by a special proxy (in which case, the special proxy or an authenticated copy of the same must be attached).**

On penalty of exclusion, the bidder must attach a photostatic copy of an identity document belonging to the signatory.

In the application for participation, the bidder must indicate if the company is participating in the tender individually or in association (single company, consortium, temporary grouping of companies, network group of companies, EEGI).

The application for participation and supplementary declaration should state:

- B.1) the parts of the service assumed by each participant in the temporary association (for temporary associations of companies);
- B.2) that all the rules and provisions contained in the special specifications and any other document attached to the present procedure are accepted unconditionally and unreservedly;
- B.3) that the contract terms and conditions are known and have been taken into account in formulating the offer;
- B.4) which parts of the technical bid are to be classified as corporate trade secrets, with the relevant reason;
- B.5) the certified email address (only for Italian economic operators) or the email address to which all communication relating to these procedures should be sent.

**For temporary associations of companies, ordinary consortiums and EEGIs:**

The ESPD, the application for participation and the supplementary declaration, pursuant to points A. and B., must be filled in and signed by all the subjects that form the group, the ordinary consortium or the EEGI;

**For consortiums pursuant to letters b) and c) of Art. 45 of Legislative Decree 50/2016:**

The ESPD, parts II and III, must also be filled in and signed by the companies in the consortium that shall become providers of the service.

**For subcontracting:**

Pursuant to Art. 105 of Legislative Decree. 50/2016 subcontracting is permitted up to a maximum limit of 30% of the total of the award. Bidders should indicate in the bid, in a special section of the ESPD form (part II, section D), the parts of the contract they intend to subcontract to third parties, in compliance with the provisions of Art. 105, paragraph 4, letter b) of Legislative Decree no. 50/2016. For each subcontractor, the competing bidder must attach:

- ❖ the ESPD, signed by the subcontractor, containing the information pursuant to part II, sections A and B, to part III, section A, C and D and part VI;

- ❖ The subcontractor's economic operator pass (PASSOE).

For subcontracting, the legal representative of the subcontracting company should declare that the grounds for exclusion, pursuant to Art. 80, paragraph 1 of Legislative Decree 50/2016, do not apply.

**C. Receipt for payment of the ANAC contribution**

**D.** If applicable (for declarations or bids signed by a proxy or agent not registered in the certificate at the Chamber of Commerce), the original or compliant copy of the **general power of attorney or special proxy**, if the application for participation and/or the bid is signed on by these representatives of the bidder.

**E. Document certifying the provisional guarantee** with attached declaration of commitment of a surety pursuant to art. 93, paragraph 8 of Legislative Decree 50/2016.

For economic operators presenting the reduced temporary deposit, pursuant to Article 93, paragraph 7 of Legislative Decree No. 50/2016: **certified copy of the certification** pursuant to art. 93, paragraph 7 of Legislative Decree 50/2016 which justifies the reduction of the amount of the deposit.

**F. Copy of documents proving possession of special requirements:**

- Aircraft operating license in compliance with applicable laws and regulations;
- Air Operator Certificate (AOC) or equivalent certificate issued by the competent authority of the country of origin;

The concessionaires of advertising spaces owned by national or international airlines must present, under penalty of exclusion, a copy of the documentation certifying the control pursuant to art. 2359 of the Civil Code by the airline.

**Art 13 CONTENTS OF ENVELOPE "B"**

On penalty of exclusion, the envelope must be closed and should indicate on the outside the name of the sender, along with indications of the subject of the contract and the words "ENVELOPE "B" – TECHNICAL BID".

It should contain, on penalty of exclusion, the technical-illustrative bid - the three-year tourism marketing project - that shows, with reference to the assessment criteria and sub-criteria indicated in the table in the point below, the following elements:

1. **the company details of the bidder** (company name, address, name of the project contact person with relevant direct tel/email contact details);
2. **the strategic marketing plan for the destination of Romagna** organised in annual worksheets. On penalty of exclusion, the plan must be laid out and developed in compliance with the minimum thresholds indicated in Art. 2 of the descriptive and performance-related

specifications and shown below:

- ⇒ 2019 – a minimum of one direct route from Germany to Romagna for the summer season, with a frequency of once a week, on a plane with a minimum capacity of 140 passengers.
- ⇒ 2020 – a minimum of two routes from Germany to Romagna for the summer season, with a frequency of twice a week on one route and once a week on the other route, on planes with a minimum capacity of 140 passengers.
- ⇒ 2021 – a minimum of three routes from Germany to Romagna for the summer season, with a frequency of twice a week on two routes and once a week on the other route, on planes with a minimum capacity of 140 passengers.

The annual worksheets must necessarily contain the following elements:

a – Product/destination analysis

b – Marketing strategy

c – Marketing objectives

- ✓ Indicate the **commercial objectives**, specifically the target tourist arrivals that will be generated from Germany towards Romagna.

**NOTE** – the commercial objectives are the indicator for measuring the impact of the project on the tourism industry in Emilia-Romagna. The project will be assessed exclusively in terms of incoming tourism generated from Germany towards Romagna. The number of tourist arrivals that must be indicated in the project should only regard incoming tourism and should not refer to the overall movement of passengers, consisting of both incoming flows from Germany towards Romagna and outgoing flows from Italy towards Germany. Values should be expressed in absolute numbers and not percentage differences;

- ✓ Indicate the **placement objectives** or more specifically, the areas in Germany for distribution of the product, channels, marketing activity target groups, etc.

d – Operational plan for the route(s)

- ✓ Indicate departure and arrival airports, the period the service will be provided (start and end date), weekly frequency, type of plane, number of seats on board, total rotations operated and overall total capacity on board.

**3. the three-year plan of the promo-commercial campaign of the Romagna destination in Germany** in annual worksheets that should each contain:

- ✓ the communication strategy and objectives strictly linked to marketing ones.

- ✓ a detailed plan of B2C and B2B publicity, propaganda and promotional marketing actions the bidder intends to implement to give the destination of Romagna greater notoriety and to place and sell the tender product (flight). For each single action, the plan should indicate: a brief description, the period and duration, the territorial area, the audience (meaning gross contacts, equivalent to net contacts by frequency), the target group cover in percentage terms, the advantages (flexibility, promptness, good market cover, consensus, credibility, high-selectivity, combination of attractive visual, sound and movement aspects, etc.). For each action, we kindly ask bidders to also indicate the economic-commercial value. In no way does this figure constitute an economic bid. The sole function of measuring the economic-commercial value of the campaign is to verify accuracy and is functional to assessment of the effectiveness and efficacy of the bid.

The campaign is an integral part of the strategic marketing plan as it is a tool for achieving the sales objectives.

The campaign plan must be organised and developed in compliance with the parameters indicated in Art. 2 of the descriptive and performance-related specifications and shown below:

- ⇒ 80% of the actions must be B2C and 30% of the actions must use media not directly owned by the airline company.

## 2. Creativity of the promotional and marketing campaign for the destination Romagna:

- ✓ Proposals for the layout of the campaign.

The technical bid should comply with the minimum characteristics and thresholds established in the Project – Descriptive and Performance related Specifications, on penalty of exclusion from the tender procedure, in compliance with the equivalence principle pursuant to Art. 68 of Legislative Decree 50/2016.

Pursuant to Art. 45, paragraph 4 of Legislative Decree 50/2016, the economic operator should indicate the name and professional qualifications of the physical entities entrusted with providing the service relating to the specific contract.

On penalty of exclusion, the tender bid must be signed by the legal representative of the bidder or a proxy. For associated bidders, the bid should be signed based on the terms and conditions indicated for signing the application for participation and supplementary declaration.

The technical bid, on penalty of exclusion, must be drafted in Italian or English.

### Art 14 AWARD CRITERIA

Pursuant to Art. 95 of Legislative Decree 50/2016, the tender shall be awarded based on the criterion of the **best-value-for-money**.

Pursuant to Art. 95, paragraph 7 of Legislative Decree 50/2016, the element relating to cost shall assume the form of a fixed cost on the basis of which economic operators shall compete on the sole criterion of quality.

Sums due to successful bidder shall follow the provisions indicated in the special tender specifications.

Technical assessment of the projects shall be made on the basis of the following criteria and relevant points score:

- Technical bid: max 100 points

The points score for the technical bid is attributed on the basis of the assessment criteria listed in the table below with the relevant allocation of points.

ASSESSMENT ELEMENTS	MOTIVATION CRITERIA	SCORE POINTS
1) Impact of the three-year marketing project on the development, growth and stability of the tourism industry in Emilia-Romagna	Overall quality of the strategic marketing plan proposed, with reference to the marketing strategy, objectives, target groups, placement areas, flight operating plan.	Maximum score: 40 points
	The proposals for the improvement of the minimum thresholds will be rewarded.	<i>Excellent: 40 points</i>
	<i>It is specified that the above aspects shall be considered as a whole and do not therefore, in any way constitute "sub-elements or sub-</i>	<i>Good: 30 points</i>
		<i>Fairly good: 25 points</i>
		<i>Satisfactory: 20 points</i>



<p>2) Efficacy and efficiency of the promotional and marketing campaign</p>	<p>Quality, completeness and innovation of the activity plan of the promotional and marketing campaign of the destination Romagna, the level of coverage and reach of the targets and the placement areas, etc.</p>	<p>Maximum score: 40 points</p> <p><i>Excellent:</i> 40 points</p> <p><i>Good:</i> 30 points</p> <p><i>Fairly good:</i> 25 points</p> <p><i>Satisfactory:</i> 20 points</p>
<p>3) Quality of the creative proposal of the promotional and marketing campaign</p>	<p>Originality, visual impact, innovation and graphics, coherence with the values and USP of the brand of the tourism destination Romagna and the tourism products/offers of the Romagna</p> <p><i>It is specified that the above aspects shall be considered as a whole and do not therefore, in any way constitute “sub-elements or sub-scores”.</i></p>	<p>Maximum score: 20 points</p> <p><i>Good:</i> 20 points</p> <p><i>Fairly good:</i> 15 points</p> <p><i>Satisfactory:</i> 10 points</p> <p><i>Unsatisfactory:</i> 5 points</p>

On the basis of the final point score (derived from the sum of points obtained for each criterion), should no offer be awarded the maximum score attributable (100 points), the maximum score shall be established by the bid that has been awarded the highest final point score and new proportional parameters shall be set accordingly for the scores awarded to the other bids, leading to the final technical point score. Fixing new parameters shall not apply if there is only one valid offer or if at least one bidder has been awarded the maximum score.

Pursuant to art. 95, paragraph 8 of Legislative Decree 50/2016, the minimum threshold score is envisaged at **50 points**. Bidders shall be excluded from the tender if they score less than the above threshold.

### **Art 15 TERMS AND CONDITIONS OF THE TENDER**

The Selection Board shall meet in an initial public session within 15 days of the deadline for presentation of the tender bid and shall communicate to bidders the date the tenders shall be opened, publishing the date on the contracting authority website or sending it via email to the certified email addresses (for Italian economic operators) and email

addresses (for foreign economic operators). The public session can be attended by the legal representatives/proxies of the companies involved or persons with the specific proxy to do so.

On the day set for opening the bids, on the basis of the documents contained in the bids presented the Sole Project Manager shall:

- verify the integrity and formal validity of the packs promptly presented and containing the administrative documents and the technical bid and if the contrary is true, exclude the bid from the tender.

Subsequently, the Sole Project Manager shall;

- open the packs containing the administrative documents (Envelope A) and verify the validity of the documents contained therein;
- activate the procedure for remedying shortcomings should the premises apply;
- subsequently open Envelope B – Technical bid, to verify contents;
- draft specific minutes relating to the activities carried out;
- adopt procedures that determine the exclusion or admission of the tender procedure, also carrying out fulfilments pursuant to Art. 29, paragraph 1, of Legislative Decree 50/2016.

In one or more confidential sessions, the Selection Board shall assess the technical bids and attribute the relevant points.

In a subsequent public session, the outcome of the assessments of the technical bids shall be read out and the final ranking defined.

The tender shall be awarded even in the presence of a single valid offer, providing it is deemed congruous and value-for-money.

It is the faculty of the contracting authority not to proceed to award the tender if no bid is considered value-for-money or suitable in relation to the subject of the contract or if it is decided not to draw up the tender contract.

Fulfilment of the procedure does not constitute the obligation for the contracting authority to entrust the bid in question and in no case are bidders, excluding successful bidders, owed any compensation, remuneration, refund or indemnity for presenting the bid, even in the event of cancellation, suspension or revocation of the present procedure.

### **Art 16 SELECTION BOARD**

The Selection Board is appointed after the deadline for presentation of the bids and consists in 3 members who are experts in the specific sector of the subject of the contract. There should be no grounds that impede appointment of board members, pursuant to Art. 77, paragraph 9 of the Code.

The Selection Board is responsible for assessing the technical bids made by the bidders and assisting the Sole Project Manager in assessing the congruity of technical bids.

The contracting authority publishes the composition of the Selection Board and the curricula of its members, pursuant to Art. 29, paragraph 1 of the Code, on the contractor's profile at the following link <https://www.aptservizi.com/azienda/bandi-di-gara-richieste-di-offerta/pubblicazioni-di-bandi-di-gara-e-richieste-di-offerta/>

### **Art 17 AWARDING OF THE TENDER AND DRAFTING OF THE CONTRACT**

Upon completion of the above transactions, the selection board will formulate the proposal for the award to the bidder who presented the best offer, closing the tender operations and transmitting to the Sole Project manager-R.U.P. all the documents of the tender for the purposes of subsequent obligations.

If no offer is convenient or suitable in relation to the subject of the contract, the contracting authority reserves the right not to proceed with the awarding pursuant to Article 95, paragraph 12 of Legislative Decree 50/2016.

The verification of general and special requirements will take place, pursuant to Article 85, paragraph 5 of Legislative Decree 50/2016, on the bidder to whom the contracting authority has decided to award the contract.

Prior to awarding, pursuant to Art. 85, paragraph 5 of of Legislative Decree 50/2016, the contracting authority shall ask the successful bidder to present up-to-date complementary documents, pursuant to Art. 86 of Legislative Decree 50/2016, in order to prove the absence of any grounds for exclusion, pursuant to Art. 80 (with the exception, with reference to subcontractors, of paragraph 4) and compliance with the selection criteria, pursuant to Art. 83 of the same. This verification will take place through the use of the AVCpass system.

After verifying and approving the award proposal, pursuant to Art. 32, paragraph 5 and Art. 33, paragraph 1 of Legislative Decree 50/2016, the contracting authority shall award the tender: awarding shall become effective, pursuant to Art. 32, paragraph 7 of the Code, on the positive outcome of verification of possession of the requisites prescribed.

In the event of a negative outcome, the contracting authority shall proceed to revoke the successful bid and signalling to the ANAC. The contracting authority shall therefore, award the tender starting from the second classified, again verifying the aforementioned terms and conditions.

Should the tender not be awarded even in favour of the bidder placed second in the ranking, the tender shall be awarded, based on the aforementioned terms and conditions continuing down the list.

Drafting the resulting contract is subordinate to the positive outcome of the procedures provided for in existing law on matters relating to the fight against the mafia, with the exception of the provisions of Art. 88, paragraph 4-bis, Art. 89 and Art. 92, paragraph 3 of Legislative Decree no. 159 of 6 September 2011 in the applicable text (so-called Anti-Mafia Code).

Pursuant to art. 93, paragraphs 6 and 9 of Legislative Decree 50/2016, the provisional guarantee will be released, to the winner, automatically when the contract is signed; to other competitors, will be released promptly and in any case within thirty days from the communication of the successful award.

After the deadlines provided for in Art. 92, paragraphs 2 and 3 of Legislative Decree 159 of 6 September 2011, after consulting the databank, the contracting authority shall draft the contract, even in the absence of anti-mafia information, save subsequently rescinding the contract should elements relating to attempted mafia-related infiltrations be ascertained, pursuant to Art. 92, paragraph 4 of the above decree.

The contract shall be drafted within 90 days of the award becoming effective, pursuant to Art. 32, paragraph 8 of Legislative Decree 50/2016, save any deferment expressly agreed with the successful bidder, in any case, not before the opening date of the reference accounting year and the ascertainment of the transfer of the economic resources by the Emilia-Romagna Region to the contracting authority, APT Servizi, for the implementation of the annual tourist marketing and promotion projects.

The assignment to the successful tenderer will be formalized every year, according to the times and methods indicated in the previous paragraph.

When drafting the contract, the successful bidder should present, in the measure of and based on the terms and conditions of Art. 103 of Legislative Decree 50/2016, the final guarantee that shall be redeemed pursuant to and in compliance with the terms and conditions provided for in the same article.

The Contracts is subject to obligations relating to the traceability of financial transactions, pursuant to Italian law 136 of 13 August 2010.

In the cases referred to in art. 110 paragraph 1 of Legislative Decree 50/2016, the contracting authority progressively challenges the subjects that participated in the tender procedure, resulting from the relative ranking, in order to stipulate a new contract for the assignment of the execution or completion of the service / supply.

Costs relating to publication of the tender, pursuant to the combined provisions of Arts. 72 and 73 and Art. 216, paragraph 11 of the Legislative Decree 50/2016, as well as Ministerial Decree of 2 December 2016, are at the expense of the successful bidder and should be paid to the contracting authority within 60 days of the award.

Advertising costs amount to € 565.00VAT and taxes incl. the contracting authority shall communicate the relevant payment methods to the successful bidder. Successful bidders are responsible for fiscal obligations, such as duties and taxes, including those for registration relating to drafting of the contract.

Pursuant to Art. 105, paragraph 2 of the Legislative Decree 50/2016, the trustee shall communicate for each subcontract that does not constitute sub-tendering, the amount and subject of the same, as well as the name of the subcontractor, prior to the start of provision.

Prior to or on signing the tender contract, the trustee shall lodge continuative cooperation, service and/or supply contracts, pursuant to Art. 105, paragraph 3, letter c bis) of the Legislative Decree 50/2016.

### **Art 18 DEFINING CONTROVERSIES**

For any controversies relating to fulfilment of the tender procedure and execution of the contract, the sole competent court is the Court of Bologna, arbitration being expressly excluded.

### **Art 19 PROCESSING OF PERSONAL DATA**

Pursuant to European Regulation (UE) 2016/679, the so-called GDPR, any data transmitted to this administration shall be used exclusively to fulfil institutional functions, within the limits established by the above code.

The data controller is Apt Servizi S.r.l. in the person of its legal representative and the data processor is the Sole Project Manager who can be contacted to exercise applicable rights.

### **THE SOLE PROJECT MANAGER**

Rita Boselli



Attachments:

Attachment A – application for participation and supplementary declaration

Remarks:

The online ESPD form is available under <https://ec.europa.eu/tools/espd?lang=it>