**TECHNICAL SPECIFICATIONS AND PROCEDURE FOR SELECTING THE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR THIRD COUNTRIES’ AGRICULTURAL PRODUCTS**

**TARGET COUNTRIES: UNITED KINGDOM**

**1 Foreword and preliminary information**

**O.P.A.S** (hereinafter referred to as the "*Contracting Authority*"), with headquarters in Via Cappello 5 - 46100 Mantua (MN), Italy, VAT No. 02083530200 was awarded the contract (as per ARES (2024)1970876 communication dated 14 March 2024, in which the Directorate-General for Agriculture and Rural Development of the European Commission disclosed the awarding, following verification of the availability of funds, in accordance with Article 2 of Decision No. C(2023) 7540 dated 10 November 2023) for an information and promotion programme running for three years (2025 - 2026 - 2027) (the "Programme"), on third countries under Regulation (EU) No. 1144/2014 of the European Parliament and of the Council **AGRIP-SIMPLE-2023-TC-OTHERS Proposal acronym: ETP\_UK** target country **UK**

For this purpose

**CONTENTS**

pursuant to the reference articles of Regulation (EU) No. 1144/2014, of Delegated Regulation (EU) No. 2015/1829, of Implementing Regulation (EU) No. 2015/1831, a **call for tenders has been announced for the selection, by means of an open competitive procedure, of an implementing body** (the "Implementing Body") in charge of carrying out the actions (activities/initiatives) aimed at achieving the objectives envisaged within the sphere of the **Programme approved under Regulation EU No. 1144/2014 of the European Parliament and of the Council - Call 2023** and which will take place in the following target countries **Great Britain** and will cover the following products:

|  |  |  |
| --- | --- | --- |
| **Article Description** | **NC code** | **Name (UK)** |
| TRIMMED PROSCIUTTO HAM | 020312 | Prosciutto hams, shoulders and cuts thereof, of Prosciutto hams, shoulders and cuts thereof, of swine (bone-in) fresh or chilled |
| WHOLE HEAVY SIDE OF PORK | 0203 11 | Carcasses or sides of swine, fresh or chilled |
| WHOLE BONELESS SHOULDER | 020312 | Prosciutto hams, shoulders and cuts thereof, of swine (bone-in) fresh or chilled |
| CURED NECK OF PORK W/BONE WITHOUT RIB | 020319 | Swine meat (bone-in) fresh or chilled (excl. carcasses, sides, Prosciutto hams, shoulders and cuts thereof) |
| GOLAC/COT. AND LEAN | 020319 | Swine meat (bone-in) fresh or chilled (excl. carcasses, sides, Prosciutto hams, shoulders and cuts thereof) |
| BACON C/C. | 020319 | Swine meat (bone-in) fresh or chilled (excl. carcasses, sides, Prosciutto hams, shoulders and cuts thereof) |
| BOLOGNA-CUT LOIN | 020319 | Swine meat (bone-in) fresh or chilled (excl. carcasses, sides, Prosciutto hams, shoulders and cuts thereof) |
| FROZEN PROSCIUTTO HAM | 0203 22 | Prosciutto hams, shoulders and cuts thereof, of swine (bone-in) frozen |
| FROZEN WHOLE BONELESS SHOULDER | 0203 22 | Prosciutto hams, shoulders and cuts thereof, of swine (bone-in) frozen |
| FROZEN TRIMMED CURED NECK OF PORK | 0203 29 | Swine meat, frozen (excl. carcasses, sides, as well as Prosciutto hams, shoulders, and cuts thereof) |
| FROZEN W/WITHOUT TRIMMED BACON | 0203 29 | Swine meat, frozen (excl. Carcasses, sides, as well as Prosciutto hams, shoulders and cuts thereof) |
| FROZEN BONELESS LOIN | 0203 29 | Swine meat, frozen (excl. carcasses, sides, as well as Prosciutto hams, shoulders, and cuts thereof) |
| FROZEN GULLET FAT FOR MORTADELLA AND SALAME | 0203 29 | Swine meat, frozen (excl. carcasses, sides, as well as Prosciutto hams, shoulders and cuts thereof) |
| FILLET WITH HERBS | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |
| BACON FILLET | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |
| PULLED PORK | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |
| SALT & PEPPER SPARE RIBS | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |
| PAPRIKA AND ROSEMARY SPARE RIBS | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |

Economic operators in possession of the requirements set forth in the above-mentioned EU Regulations, as specified in the following paragraphs, are invited to submit a bid in strict compliance with the instructions contained in these technical specifications (the "*Technical Specifications*").

**1.1 Applicable Regulatory Framework**

The essential regulatory framework (hereinafter the "*Regulatory Framework*"), for the purpose of the implementation of the Programme and this procedure

includes:

* **Regulation (EU) No. 1144/2014 of the European Parliament and of the Council, of 22 October 2014**, on information provision and promotion measures for agricultural products carried out in the internal market and in third countries and which repeals Council Regulation (EC) No. 3/2008;
* **Commission Delegated Regulation (EU) 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 for agricultural products carried out on the internal market and in third countries;
* **Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015** laying down detailed rules for the application of Regulation (EU) No. 1144/2014 of the European Parliament and of the Council

on information provision and promotion measures for agricultural products carried out on the internal market and in third countries;

* **Work programme for 2023** in the framework of Regulation (EU) No. 1144/2014
* **Guidelines on the tender procedure** Decree of the Director General Ministry of Agriculture, Food Sovereignty and Forestry DIQPAI - DGPQA - PQA Off. V of 20/11/2023

**the Contracting Authority is not a body governed by public law**, pursuant to Article 2(1)(4) of Directive 2014/24/EU and, therefore, as indicated in the above-mentioned Regulatory Framework, it is not obliged to apply the national rules which enact the European Directives on public tenders (in Italy, Legislative Decree No. 36/2023). The Contracting Authority must, however, carry out the selection of the Implementing Bodies through an open tender procedure in compliance with the principles of cross-border interest, transparency, publicity, impartiality, equal treatment of bidders, as well as with the conditions indicated in the aforementioned Guidelines and Decisions of the European Commission and the Ministry of Agriculture and Food Sovereignty and Forestry.

Directive 2014/24/EU and Italian Legislative Decree No. 36/2023 will, therefore, be applied only if and to the extent that they are expressly referred to in the tender documents (call for tenders and technical specifications and annexes thereto).

The competitive procedure shall in any event ensure compliance of the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection and award criteria envisaged with the purposes of the services requested and with their value, best price-quality ratio and absence of conflicts of interest.

This procedure does not envisage a division into lots, as the identification of a single contractor, who can carry out all the activities envisaged in the Programme in question, is more efficient and effective for the implementation of the service.

In fact, the Work Packages (as defined below) and the related activities are closely interconnected and are to be carried out according to a logical and functional sequence that can only be optimised by having a single contractor, who must ensure the coordination and integration of the Work Team (as defined below) and of the various professionals necessary and involved in the realisation of the service.

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**2. Main project information**

**Products being promoted:**

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| --- | --- | --- |
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| PAPRIKA AND ROSEMARY SPARE RIBS | 16024911 | Prepared or preserved loins of domestic pigs and parts thereof, including mixtures of loins or prosciutto hams (excl. necks) |

**Contracting Authority:** OPAS

**Target country:** UNITED KINGDOM

**Target groups:**

1. CONSUMERS with a special focus on:

• rugby fans and/or supporters;

• active sportspeople (rugby);

• socially aware consumers: i.e. those consumers who take into account the public consequences of their private consumption choices and who attempt to use their purchasing power to bring about social change. Socially aware consumers are young people under the age of 40, who generally consult social media when making purchasing decisions and are willing to pay more for products and services from companies that respect their ideology. They are individuals capable of directly purchasing food products, but also of influencing family purchasing choices, thus representing a vehicle for the dissemination of correct eating habits and purchasing behaviour.

1. TRADE OPERATORS (importers, distributors, retailers) fundamental for enabling the export and distribution of the promoted products.

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**General objective**

"Eat&Think Pink UK - Say yes to the best, Eat European Pork!" intends to strengthen the competitiveness of European pork on the British market, in line with the general objective of the European Regulation 1144/2014 Chapter 1, Art.2: to strengthen the competitiveness of the European agricultural sector.

To achieve this objective, the project intends informing and promoting European pork to food and trade/Large Scale Distribution operators and especially to consumers, with special focus on young people, sportspeople and rugby fans.

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**Specific objectives**

At the end of the project, lasting 36 months, we estimate that **2,801,913** people will have increased their degree of information and knowledge about European pork with a rise in the value of exports amounting to **+4,998,177 euro** corresponding to a **union ROI** (return on investment based on the expected increase in sales) **of 2.59.**

\*

**Strategy**

The Programme strategy must be based on a targeted and coherent plan of highly integrated activities that takes into account the specificities of the target country identified to ensure the achievement of the objectives. In order to achieve the objectives, OPAS intends to use a strategy that focuses on direct contact with the consumer, through the planning of impactful promotional measures at points of sale, at major rugby sporting events and through a strongly integrated social and web campaign.

The general target at which the Programme will be aimed is consumers (B2C 'business to consumer'). In addition to the primary target of consumers, some specific activities will have to be addressed to sector operators, and more specifically to Trade Operators (importers, distributors, retailers), fundamental for activating the export and distribution of the promoted products, who will be contacted through the activities of Trade Fairs, BtoB Meetings/Workshops, with material and video production, website and social media supporting activities. The retail/Large Scale Distribution target will have to be directly involved in point-of-sale promotion activities.

Entities participating in this call for tenders will have to present a range of activities and initiatives (information and promotional) developed around a clear and precise strategy oriented towards the target markets and groups, aimed at achieving the objectives set out above and consistent with the union's message, the planned duration and the financial resources made available.

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**Work Packages** (as defined below) (Work Packages - WP) and activities to be included in the **proposals**, as described in detail in the technical specifications:

* WP 3 - Website, social media (Instagram) (as detailed in the attached document and as per Work Package 3)
* WP 4 - Social ADV Advertising, Digital Billboards (pDOOH) (as detailed in the attached document and as per Work Package 4)
* WP 5 - Communication Tools, Information Materials and Gadgets, Promotional Videos (as detailed in the attached document and as per Work Package 5)
* WP6 - Events: Trade fair stands, B2B, promotion and tasting at rugby matches in the target country

(as detailed in the attached document and as per Work Package 6)

* WP7 - Point of Sale Promotional Days (as detailed in the attached document and as per Work Package 7)

Paragraph 5 of these specifications provides more details and information on the above-mentioned WPs (as defined below).

\*

**Programme Duration**: 36 months (3 annual phases), with an approximate start date as of 01 June 2024.

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**Budget of the actions to be carried out by the Implementing Body:** it is specified that those interested in participating in this call for tenders shall submit a bid taking into consideration the **overall budget for the execution of the Programme as set out in the Work Packages 3 to 7** (hereinafter collectively the “*Work Packages*”) **up to a maximum of € 1,844,600 VAT EXCLUDED** in accordance with the law, including the **costs related to the implementation of the project activities and the remuneration of the Implementing Body** (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while it does not include other charges that will be borne directly by the contracting Authority**.**

Please refer to paragraph 5 below for more details on the content of the Work Packages.

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**TECHNICAL SPECIFICATIONS**

**3 Purpose of the tender**

**3.1 General description of the service**

The service involves the execution of the Programme as set out in the Work Packages.

The Implementing Body shall therefore ensure:

* the development of the Work Packages making up the three-year Programme, starting from the signing of the contract between the Contracting Authority and the Implementing Body;
* the operational implementation of the actions and promotional activities envisaged for the period established by the Programme, on the basis of the objectives envisaged by the communication strategy, also by means of the constant monitoring of the activities carried out and their effects;
* the preparation of the appropriate documentation to provide evidence of the activities carried out.

The service must be characterised by qualified technical and operational support, a high quality of the products produced and be distinguished by the innovativeness of the messages, of the tools with which they are conveyed and of the ways in which the reference targets are involved. The development and implementation of the agreed activities of the Programme must be carried out in a manner consistent with the general and specific objectives and the communication strategy, taking into account the priorities and objectives of EU Reg. 1144/2014 and ensuring a clear recognisability of the Programme and its promoters.

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**3.2 Methods of implementation**

The Implementing Body must set up and have in place, for the duration of the contract, a Work Team, in compliance with the participation requirements, which is in charge of managing and implementing the Programme. All the activities of the Work Team must be agreed and discussed with the Contracting Authority.

It is envisaged that one or more members of the Work Team shall be available for periodic monitoring meetings at the headquarters of the Contracting Authority, to provide operational support for the activities of the plan that need to be carried out in close coordination with the reference structure. The coordination and exchange of information with the Contracting Authority may also foresee different and structured formalities: meetings, telephone contact, video calls, e-mail correspondence, exchange of materials and documents through on-line sharing systems.

\*

**3.3 Staff and Work Team**

The Implementing Body must ensure the performance of the entrusted services by integrated staff with legitimate employment and/or collaboration relationships, having the appropriate professional and technical requirements for the position and the implementation of the project. The Work Team must be characterised by a flexible organisational approach in order to respond to variations and/or unforeseen events and needs that may arise during the course of the activities.

In particular, the staff of the dedicated Work Team must possess a range of skills in the following areas, listed by way of example but not limited to: communication, organisation of events and trade fairs, knowledge and experience of activities carried out in relation to the project target market, press office, project management, digital web and social management, graphics, etc. In particular, it must be able to define quantitative objectives in advance and propose projects consistent with this. Furthermore, the Implementing Body must envisage adequate monitoring of the results.

The Implementing Body, for the duration of the contract, undertakes to:

1. put together and make available an adequate project team (the individuals who will be directly involved in the work to be carried out), in compliance with the participation requirements which will be defined in agreement with the Implementing Body (the "*Work Team*");
2. agree and discuss all the activities of the Work Team with the contracting party;
3. assign to the service suitable staff of proven ability, honesty, morality and proven confidentiality, who shall maintain absolute secrecy as to that which they became aware of in the performance of the service;
4. guarantee the stability and continuity of the service under all circumstances, ensuring that the Work Team is staffed in terms of quantity and quality in keeping with the needs and in compliance with the contents of the technical bid;
5. apply, in respect of its own staff and/or associates, employment and/or collaboration contracts that envisage a salary or fair remuneration, regulatory, social security and insurance treatment in accordance with the law;
6. envisage a project contact person to attend monitoring meetings at the client’s headquarters (these will be held at intervals defined by the client), in order to provide operational support for the Programme activities (the “*Contact Person*");
7. set up all possible means of communication that may simplify the coordination, monitoring and control of the Programme.

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**4 Duration of service**

The contract relating to the Service will be for the performance of the activities indicated in the Work Packages, under the conditions set out therein, and will be signed following the signing, by the tenderer, of the Grant Agreement with the Paying Agency (AGEA) (“*The Grant Agreement*”).

The Implementing Body undertakes to perform the activities envisaged in the Work Packages for the duration and within the deadlines set out in the Grant Agreement, in the time schedule indicated in the Work Packages and, where not otherwise provided for, in accordance with the timelines indicated by the Contracting Authority. **The service shall last for the duration of the project and for a total of thirty-six months from the date of conclusion of the Grant Agreement, without prejudice to the application of the provisions as per paragraph 12.**

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**5 Types of Activities and actions envisaged in the Programme**

The activities and initiatives of the Work Packages that will make up the Promotional Programme are similar to the classic information and promotional activities of high quality agricultural products, taking into account the topics to be covered and the objectives listed above and fall into the following categories: WP 3 - Website, social media - WP 4 - Social ADV Advertising, Digital Billboards (pDOOH) - WP 5 - Communication Tools, Information Materials and Gadgets, Promotional Videos - WP6 - Events: Trade fair stands, B2B, promotion and tasting at rugby matches

The following is an outline of the information and promotional measures that should make up the proposals submitted in the framework of this selection procedure.

It should be noted that within and in compliance with the main elements making up the Work Packages (WP) the tenderer is free to formulate and deepen the proposed actions within and in compliance with the listed WPs, but always in a manner that enables the objectives of the Programme to be attained.

The bid must be accompanied by a **presentation of the overall Programme strategy** based on the information provided in article 2.

The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methods and the individual activities, providing in the economic bid the **unit cost details** for each individual activity proposed **on the target country**.

The following tables contain the breakdown of the individual Work Packages (WP).

*Work Package 3*

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| **Work package 3: WEBSITE, SOCIAL MEDIA** |
| *Ensure consistency with the detailed table of financial endowment (where applicable).* |
| **Duration:** | M01 - M36 | **Lead beneficiary:** | 1-OPAS |
| **Objectives***List the specific objectives to which this work package is linked.* |
| The specific objective of this work package is to disseminate the contents of the promotional campaign effectively, clearly and on a large scale (product quality, traceability, food safety, production sustainability). The use of social channels, a transversal means of communication widely used by the population, will enhance the dissemination of the information present on the institutional website and will make it possible to reach all the target groups of the project: trade operators, buyers, practicing sportmen, rugby supporters and consumers. |
| **Activities and division of work (WP description)***Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task. Indicate which target groups are targeted with the activities of this work package. Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Subcontractors (if there is subcontracting), indicating in bold the task leader.**Add information on other participants’ involvement in the project e.g. in-kind contributions. Note:**In-kind contributions: in-kind contributions against payment are allowed (in-kind contributions for free are not prohibited, but they are cost-neutral, i.e. cannot be declared as cost). Please indicate clearly whether in-kind contributions are against payment or free-of-charge. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else.**Coordinator tasks cannot be subcontracted.**If there is subcontracting, please also complete the table below.* |
| Task No (continuous numbering linked to WP) Task no. | Task Name | Description | Participants | In-kind Contributions and Subcontracting (Yes/No and which) |
| Name | Role(COO, BEN, AE, AP, OTHER) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| T3.1 | WEBSITE | The website represents the institutional digital tool of the campaign to disseminate the key contents of the project and promote European pork by improving its image in terms of quality, safety and sustainability. The site will have an institutional slant and will contain information on the project, breeding methods and European production standards, as well as recipes and suggestions for home consumption and preservation of the products being promoted. The website will consist of a gallery of images and videos of the campaign and products, a constantly updated news section, a section dedicated to the trade and one to the press and finally a contact and social section. The creation of the site and the registration of the domain will take place in the first months of the 1st year. During the second and third year the contents will be implemented and the SEO activity will continue. | OPAS | BEN | EXECUTING/ IMPLEMENTING BODY |
| T3.2 | INSTAGRAM | Creation and management of an Instagram account to establish a direct, conversational and mutual relationship with the identified target groups. The posts and stories must be linked to the contents of the website and promotional videos will also be used to engage followers and inform them about the contents of the program. An editorial plan integrated with the other project activities will be drawn up and aimed at having a constant animation of the profile. From the moment of online publication, social networks will be managed continuously over the three years. | OPAS | COO | EXECUTING/ IMPLEMENTING BODY |
| **Outputs and estimated budget** |

|  |
| --- |
| *List the outputs for each year. Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of outputs to max 10 per year. Show the budget for each year (ensure consistency with the Detailed budget table).* |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | Creation and management of 1 website in the project language | Management of 1 website in the project language and content update | Management of 1 website in the project language and content update |
| **Estimated budget** |  | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| Graphic design (first year only) | 1 | 4.600 | 4.600 |  |  |  |  |  |  |
| Development(1st yr only) | 1 | 3.900 | 3.900 |  |  |  |  |  |  |
| Hosting and dominium | 1 | 1.300 | 1.300 | 1 | 1.300 | 1.300 | 1 | 1.300 | 1.300 |
| Editing, publication of news and content updates | 1 | 6.000 | 6.000 | 1 | 6.000 | 6.000 | 1 | 6.000 | 6.000 |
| Content translation | 1 | 2.000 | 2.000 | 1 | 2.000 | 2.000 | 1 | 2.000 | 2.000 |
| Purchase photos / photo shoots | 1 | 1.440 | 1.440 | 1 | 1.440 | 1.440 | 1 | 1.440 | 1.440 |
| Technical support for maintenance | 1 | 2.000 | 2.000 | 1 | 2.000 | 2.000 | 1 | 2.000 | 2.000 |
| Indexing and tracking | 1 | 4.000 | 4.000 | 1 | 4.000 | 4.000 | 1 | 4.000 | 4.000 |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Subtotal for activity 3.1** |  |  | 25.240 |  |  | 16.740 |  |  | 16.740 |
| and |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | Creation of 1 Instagram page in the project language | Management of 1 Instagram page in the project language | Management of 1 Instagram page in the project language |
| **Estimated budget** |  | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| graphic design and opening of the profile | 1 | 3.000 | 3.000 |  |  |  |  |  |  |
| Definition of editorial plan, content and post editing, constant interaction with users, monitoring and measurement of results, quarterly reports | 1 | 11.260 | 11.260 | 1 | 11.260 | 11.260 | 1 | 11.260 | 11.260 |
| Content translation | 1 | 1.000 | 1.000 | 1 | 1.000 | 1.000 | 1 | 1.000 | 1.000 |
| Purchase photos / photo shootings | 1 | 1.500 | 1.500 | 1 | 1.500 | 1.500 | 1 | 1.500 | 1.500 |
| **Subtotal for activity 3.2** |  |  | 16.760 |  |  | 13.760 |  |  | 13.760 |
| **Total for the work package** | 42.000 | 30.500 | 30.500 |

*Work Package 4*

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| --- |
| **Work package 4: ADVERTISING** |
| *Ensure consistency with the detailed table of financial endowment (where applicable).* |
| **Duration:** | M05-M12/ M17-M24/ M29-M36 | **Lead beneficiary:** | 1-OPAS |
| **Objectives***List the specific objectives this work package is related to.* |
| The objectives of this work package are the same identified for work package 3 as it contains the ADV campaigns for social media. Social media advertising campaigns are necessary to increase the visibility of the contents developed on social networks and optimize the possibility of intercepting the identified recipients, thanks to the targeting of the public by interests, intentions and age groups. |
| **Activities and division of work (WP description)***Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task. Indicate which target groups are targeted with the activities of this work package. Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Subcontractors (if there is subcontracting), indicating in bold the task leader.**Add information on other participants’ involvement in the project e.g. in-kind contributions. Note:**In-kind contributions: in-kind contributions against payment are allowed (in-kind contributions for free are not prohibited, but they are cost-neutral, i.e. cannot be declared as cost). Please indicate clearly whether in-kind contributions are against payment or free-of-charge. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else.**Coordinator tasks cannot be subcontracted.**If there is subcontracting, please also complete the table below.* |
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| Name | Role(COO, BEN, AE, AP, OTHER) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| T4.1 | ADV Social | Implementation of an ADV campaign on Instagram through the sponsorship of 16 posts per year in order to reach a larger number of consumers. The advertising posts will be aimed at increasing interaction with the created profile and the number of followers. The advertising activity will last for 8 months a year and will maximize the effect and impact of the messages intended for online users. | OPAS | BEN | EXECUTING / IMPLEMENTING BODY |
| T4.2 | Digital Billboard (pDOOH) | In order to ensure communication aimed both at a target of sportsmen and at purchasing managers interested in these issues, ADV announcements (digital billboards) will be distributed near rugby stadiums and Tesco and WaitRose sales points. Around 3,000 screens will be activated across London, Edinburgh and Glasgow. Thanks to the cone technologies equipped with totems and facial recognition screens, the pDHOOH guarantees the delivery of the impression only when the target user is in front of the screen. | OPAS | BEN | EXECUTING / IMPLEMENTING BODY |
| **Outputs and estimated budget***List the outputs for each year. Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of outputs to max 10 per year. Show the budget for each year (ensure consistency with the Detailed budget table).* |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | 8-month ADV campaign through 16 sponsored posts on social media | 8-month ADV campaign through 16 sponsored posts on social media | 8-month ADV campaign through 16 sponsored posts on social media |
| **Estimated budget** |  | numb er | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Planning, coordination and implementation of ADV campaign on social media(months) | 8 | 3.125 | 25.000 | 8 | 3.125 | 25.000 | 8 | 3.125 | 25.000 |
| **Subtotal for activity 4.1** |  |  | 25.000 |  |  | 25.000 |  |  | 25.000 |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | 3 flights on air for 14 days | 3 flights on air for 14 days | 3 flights on air for 14 days |
| **Estimated budget** |  | numb er | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| Planning, coordination and implementation of the pDOOHcampaign | 3 | 52.000 | 156.000 | 3 | 52.000 | 156.000 | 3 | 52.000 | 156.000 |
| **Subtotal for activity 4.2** |  |  | 156.000 |  |  | 156.000 |  |  | 156.000 |
| **Total for the work package** | 181.000 | 181.000 | 181.000 |

*Work Package 5*

|  |
| --- |
| **Work package 5: COMMUNICATION TOOLS** |
| *Ensure consistency with the detailed table of financial endowment (where applicable).* |
| **Duration:** | M01 - M04/M13- M15/M25- M27 | **Lead beneficiary:** | 1-OPAS |
| **Objectives***List the specific objectives this work package is related to.* |
| The specific objectives of this work package are: 1) to raise awareness among the target groups of the value and quality of European pork in terms of food safety, animal welfare and nutritional values; 2) consolidate the image of the project; 3) effectively convey the messages of the promotional campaign both online and in face-to-face events; 4) increase the impact of promotional events, held during matches of the United Rugby Championship, dedicated to the world of sport (specialized media operators, players, influencers, spectators); 5) facilitate direct contact with consumers during promotional days in stores by attracting their attention and interest. |
| **Activities (what, how, where) and division of the work***Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task. Indicate which target groups are targeted with the activities of this work package. Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Subcontractors (if there is subcontracting), indicating in bold the task leader.**Add information on other participants’ involvement in the project e.g. in-kind contributions. Note:**In-kind contributions: in-kind contributions against payment are allowed (in-kind contributions for free are not prohibited, but they are cost-neutral, i.e. cannot be declared as cost). Please indicate clearly whether in-kind contributions are against payment or free-of-charge. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else.**Coordinator tasks cannot be subcontracted.**If there is subcontracting, please also complete the table below.* |
| Task No (continuous numbering | Task Name | Description | Participants | In-kind Contributions and Subcontracting (Yes/No and which) |
| Name | Role |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| linked to WP) Task no. |  |  |  | (COO, BEN, AE, AP, OTHER) |  |
| T5.1 | INFORMATION MATERIALS AND PROMOTIONAL GADGETS | The communication tools put the messages conveyed by the activity and the identified target groups in direct contact. The production of informative materials (such as brochures and leaflets), set-up materials (roll ups and rotairs) and various gadgets is foreseen. These materials will be distributed according to the different activities, as indicated in the table below. For the first year, the costs of creating the main visuals and defining the claims were envisaged, as well as the creation of the layouts and adaptations for the different types of materials, to be carried out in the first quarter. For the second and third years, the production cost and a cost for adapting the approved visual to the new materials are foreseen. The realization of the materials will go hand in hand with the execution of the various planned promotional activities. | OPAS | BEN | EXECUTING/ IMPLEMENTING BODY |
| T5.2 | PROMOTIONAL VIDEOS | The video represents an immediate and engaging tool, functional to capture the interest of consumers on the web. Through the video, the level of involvement and recall will be increased and the action of social networks and the website will be enhanced. The production of an institutional video is planned to describe the program and its objectives. the proposing organization and the products of the campaign.The products will be presented from various points of view such as nutritional quality, use in the kitchen, links with the local area, food safety and attention to animal welfare. The video will be made for the website and social channels. | OPAS | BEN | EXECUTING/ IMPLEMENTING BODY |

|  |
| --- |
| **Outputs and estimated budget***List the outputs for each year. Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of outputs to max 10 per year. Show the budget for each year (ensure consistency with the Detailed budget table).* |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | Creation of visual identity and creation of approximately 3,700 information materials and gadgets | Visual identity adaptations (visual and layout) and creation of approximately 3,700 information materials and gadgets | Visual identity adaptations (visual and layout) and creation of approximately 3,700 information materials and gadgets |
| **Estimated budget** | Description | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| Creation of visual identity and adaptations for different types of material | 1 | 10.000 | 10.000 | 1 | 10.000 | 10.000 | 1 | 10.000 | 10.000 |
| Roll up | 7 | 90,00 | 630 | 7 | 90 | 630 | 7 | 90 | 630 |
| Rotair | 30 | 9,00 | 270 | 30 | 9,00 | 270 | 30 | 9,00 | 270 |
| Leaflets | 2.000 | 0,70 | 1.400 | 2.000 | 0,70 | 1.400 | 2.000 | 0,70 | 1.400 |
| Caps | 1.100 | 7,00 | 7.700 | 1.100 | 7,00 | 7.700 | 1.100 | 7,00 | 7.700 |
| T-shirts | 600 | 12,00 | 7.200 | 600 | 12 | 7.200 | 600 | 12 | 7.200 |
| Aprons | 30 | 18,00 | 540 | 30 | 18 | 540 | 30 | 18 | 540 |
| Shipping cost | 1 | 1.760 | 1.760 | 1 | 1.760 | 1.760 | 1 | 1.760 | 1.760 |
| **Subtotal for activity 5.1** |  |  | 29.500 |  |  | 29.500 |  |  | 29.500 |

|  |
| --- |
| and/or |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | 1 informative and promotional video |  |  |  |  |  |  |
| **Estimated budget** |  | number | unit cost (€) | total (€) |  |  |  |  |  |  |
| Editing video, inserting graphics, captions and subtitles | 1 | 5.500 | 5.500 |  |  |  |  |  |  |
| **Subtotal for activity 5.2** |  |  | 5.500 |  |  |  |  |  |  |
| **Total for the work package** | 35.000 | 29.500 | 29.500 |

*Word package 6*

|  |
| --- |
| **Work package 6: EVENTS** |
| *Ensure consistency with the detailed table of financial endowment (where applicable).* |
| **Duration:** | M02 - M36 | **Lead beneficiary:** | 1-OPAS |
| **Objectives***List the specific objectives this work package is related to.* |
| The specific objectives of this work package are: 1) to raise awareness among the target groups (distributors, buyers, consumers, sportsmen) of the value of European pork in terms of food safety, animal welfare, property nutritional and gustatory qualities; 2) consolidate the image of the project; 3) effectively convey the messages of the promotional campaign through a series of face-to-face events; 4) get in direct contact with consumers by increasing the level of involvement |
| **Activities (what, how, where) and division of the work***Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task. Indicate which target groups are targeted with the activities of this work package. Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Subcontractors (if there is subcontracting), indicating in bold the task leader.**Add information on other participants’ involvement in the project e.g. in-kind contributions. Note:**In-kind contributions: in-kind contributions against payment are allowed (in-kind contributions for free are not prohibited, but they are cost-neutral, i.e. cannot be declared as cost). Please indicate clearly whether in-kind contributions are against payment or free-of-charge. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else.**Coordinator tasks cannot be subcontracted.**If there is subcontracting, please also complete the table below.* |
| Task No (continuous numbering linked to WP) Task no. | Task Name | Description | Participants | In-kind Contributions and Subcontracting (Yes/No and which) |
| Name | Role(COO, BEN, AE, AP, OTHER) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| T 6.1 | EXHIBITION STANDS | Participation in two popular Food & Beverage trade fairs is expected each year: IFE - The International Food & Drink Event (London - March) and Specialty & Fine Food Fair (London - September) | OPAS | BEN | EXECUTING BODY |
| T 6.2 | OTHER EVENTS | Each year, the campaign will be presented to the English public during 3 matches of the United Rugby Championship, the transnational rugby union competition for clubs from the Welsh, Irish, Italian, Scottish and South African associations. Thanks to partnerships with Rugby clubs, promotional and tasting events will be organized at the stadiums, in the areas dedicated to the press, influencers, players (VIP/Hospitality area) and in the refreshment area (pub/bar) dedicated to spectators. The activity will include the tasting of the products being promoted, during the convivial moment of the "third half" thanks to the collaboration of the pubs present inside the stadiums. The events will be given resonance through the publication of press releases and the creation of photos, interviews and videos that will be disseminated on the project's social channel. | OPAS | BEN | EXECUTING BODY |
| T 6.3 | B2B | B2B meetings will be held between the PO and the operators of the world of large-scale retail in order to accredit the program in the large-scale distribution circuit. | OPAS | BEN | EXECUTING BODY |
| **Outputs and estimated budget***List the outputs for each year. Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of outputs to max 10 per year. Show the budget for each year (ensure consistency with the Detailed budget table).* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Output** |  | Participation in two trade fairs in the Food and Beverage sector | Participation in two trade fairs in the Food and Beverage sector | Participation in two trade fairs in the Food and Beverage sector |
|  | Description | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
|  | Rent Space (18 | 2 | 900 | 32.400 | 2 | 900 | 32.400 | 2 | 900 | 32.400 |
|  | m2) |  |  |  |  |  |  |  |  |  |
|  | Consumables | 2 | 1.350 | 2.700 | 2 | 1.350 | 2.700 | 2 | 1.350 | 2.700 |
|  | Cooks | 2 | 2.500 | 5.000 | 2 | 2.500 | 5.000 | 2 | 2.500 | 5.000 |
|  | 2 hostesses | 12 | 700 | 8.400 | 12 | 700 | 8.400 | 12 | 700 | 8.400 |
|  | (days) |  |  |  |  |  |  |  |  |  |
|  | Photo and video | 2 | 600 | 1.200 | 2 | 600 | 1.200 | 2 | 600 | 1.200 |
|  | shooting |  |  |  |  |  |  |  |  |  |
|  | Contacts, follow | 2 | 4.250 | 8.500 | 2 | 4.250 | 8.500 | 2 | 4.250 | 8.500 |
| **Estimated budget** | up invitation and event promotion, |  |  |  |  |  |  |  |  |  |
|  | report |  |  |  |  |  |  |  |  |  |
|  | OTHER PO | 2 | 200 | 400 | 2 | 200 | 400 | 2 | 200 | 400 |
|  | DIRECT |  |  |  |  |  |  |  |  |  |
|  | COSTS: cost of |  |  |  |  |  |  |  |  |  |
|  | product samples |  |  |  |  |  |  |  |  |  |
|  | for tasting |  |  |  |  |  |  |  |  |  |
|  | OTHER PO | 2 | 2.800 | 5.600 | 2 | 2.800 | 5.600 | 2 | 2.800 | 5.600 |
|  | DIRECT |  |  |  |  |  |  |  |  |  |
|  | COSTS: |  |  |  |  |  |  |  |  |  |
|  | shipping |  |  |  |  |  |  |  |  |  |
| **Subtotal for the activity 6.1** |  |  | 64.200 |  |  | 64.200 |  |  | 64.200 |
| and/or |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Output** |  | 1 promotional and tasting event during 3 matches of the United Rugby Championship | 1 promotional and tasting event during 3 matches of the United Rugby Championship | 1 promotional and tasting event during 3 matches of the United Rugby Championship |
|  | Description | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
|  | Costs for |  |  |  |  |  |  |  |  |  |
|  | organization of |  |  |  |  |  |  |  |  |  |
|  | spaces and |  |  |  |  |  |  |  |  |  |
|  | personnel (Hospitality/press | 3 | 41.500 | 124.500 | 3 | 41.500 | 124.500 | 3 | 41.500 | 124.500 |
|  | area and |  |  |  |  |  |  |  |  |  |
|  | refreshment area |  |  |  |  |  |  |  |  |  |
|  | at the stadium) |  |  |  |  |  |  |  |  |  |
|  | Coordination | 3 | 800 | 2.400 | 3 | 800 | 2.400 | 3 | 800 | 2.400 |
|  | cost on site |
| **Estimated budget** | 2 Hostesses / event | 6 | 700 | 4.200 | 6 | 700 | 4.200 | 6 | 700 | 4.200 |
|  | Photos and filming | 3 | 2.000 | 6.000 | 3 | 2.000 | 6.000 | 3 | 2.000 | 6.000 |
|  | Contacts, follow up |  |  |  |  |  |  |  |  |  |
|  | invitation and event promotion, | 3 | 4.000 | 12.000 | 3 | 4.000 | 12.000 | 3 | 4.000 | 12.000 |
|  | report |  |  |  |  |  |  |  |  |  |
|  | OTHER PO |  |  |  |  |  |  |  |  |  |
|  | DIRECT COSTS:cost of product | 3 | 1.500 | 4.500 | 3 | 1.500 | 4.500 | 3 | 1.500 | 4.500 |
|  | samples for tasting |  |  |  |  |  |  |  |  |  |
|  | OTHER PO |  |  |  |  |  |  |  |  |  |
|  | DIRECT COSTS: | 3 | 1.000 | 3.000 | 3 | 1.000 | 3.000 | 3 | 1.000 | 3.000 |
|  | shipping |  |  |  |  |  |  |  |  |  |
| **Subtotal for the activity 6.2** |  |  | 156.600 |  |  | 156.600 |  |  | 156.600 |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Output** |  | 5 B2B meetings (it is assumed that there will be 2 contacts for each B2B contact chain) | 5 B2B meetings (it is assumed that there will be 2 contacts for each B2B contact chain) | 5 B2B meetings (it is assumed that there will be 2 contacts for each B2B contact chain) |
| **Estimated budget** | Description | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| Hall rental, rental of equipment and related services | 5 | 500 | 2.500 | 5 | 500 | 2.500 | 5 | 500 | 2.500 |
| Representative lunch/dinner for 4 people | 10 | 50 | 500 | 10 | 50 | 500 | 10 | 50 | 500 |
| Contacts, follow up invitation and event promotion, report | 5 | 850 | 4.250 | 5 | 850 | 4.250 | 5 | 850 | 4.250 |
| OTHER PO DIRECT COSTS:cost of product samples for tasting | 5 | 50 | 250 | 5 | 50 | 250 | 5 | 50 | 250 |
| OTHER PO DIRECT COSTS:shipping | 5 | 100 | 500 | 5 | 100 | 500 | 5 | 100 | 500 |
| **Subtotal for activity 6.3** |  |  | 8.000 |  |  | 8.000 |  |  | 8.000 |
| **Total for the work package** | 228.800 | 228.800 | 228.800 |

*Work Package 7*

|  |
| --- |
| **Work package 7: POINT-OF SALE PROMOTION** |
| *Ensure consistency with the detailed table of financial endowment (where applicable).* |
| **Duration:** | M05 - M36 | **Lead beneficiary:** | 1-OPAS |
| **Objectives***List the specific objectives this work package is related to.* |
| The specific objectives of this work package are: 1) to raise awareness among consumers of the value and quality of European pork in terms of food safety, animal welfare and nutritional values; 2) consolidate the image of the project; 3) effectively convey the messages of the promotional campaign thanks to the interaction with consumers who will be more involved and intercepted by promoters. |
| **Activities (what, how, where) and division of the work***Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task. Indicate which target groups are targeted with the activities of this work package. Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Subcontractors (if there is subcontracting), indicating in bold the task leader.**Add information on other participants’ involvement in the project e.g. in-kind contributions. Note:**In-kind contributions: in-kind contributions against payment are allowed (in-kind contributions for free are not prohibited, but they are cost-neutral, i.e. cannot be declared as cost). Please indicate clearly whether in-kind contributions are against payment or free-of-charge. The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else.**Coordinator tasks cannot be subcontracted.**If there is subcontracting, please also complete the table below.* |
| Task No (continuous numbering linked to WP) Task no. | Task Name | Description | Participants | In-kind Contributions and Subcontracting (Yes/No and which) |
| Name | Role(COO, BEN, AE, AP, OTHER) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| T 7.1 | POINT-OF SALE PROMOTION | Sales points of the main chains of the large scale distribution will be selected in the most important cities of the United Kingdom. The promotional action in the sales pointswill consist of the exhibition of the materials for the set-up and the self-distributionservice of information materials within the departmentsdedicated to meat, for a minimum period of 2 days per sales point. The presence of a promoter will ensure interaction with the public, dissemination of campaign messages and administration of questionnaires. | OPAS | BEN | EXECUTING BODY |
| **Outputs and estimated budget***List the outputs for each year. Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of outputs to max 10 per year. Show the budget for each year (ensure consistency with the Detailed budget table).* |
| **Timeline** |  | YEAR 1 | YEAR 2 | YEAR 3 |
| **Outputs** |  | 7 points of sale distributed throughout the territory and 35 days of information/promotional activities with promoters without tasting | 7 points of sale distributed throughout the territory and 35 days of information/promotional activities with promoters without tasting | 7 points of sale distributed throughout the territory and 35 days of information/promotional activities with promoters without tasting |
| **Estimated budget** | Description | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) | number | unit cost (€) | total (€) |
| Activation costs (space rental, set- up, material logistics)(days) | 35 | 2.900 | 101.500 | 35 | 2.900 | 101.500 | 35 | 2.900 | 101.500 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Hostess |  |  |  |  |  |  |  |  |  |
| (days) | 35 | 700 | 24.500 | 35 | 700 | 24.500 | 35 | 700 | 24.500 |
| Organisation, |  |  |  |  |  |  |  |  |  |
| management |  |  |  |  |  |  |  |  |  |
| and |  |  |  |  |  |  |  |  |  |
| personnel |  |  |  |  |  |  |  |  |  |
| training costs | 7 | 3.950 | 27.650 | 7 | 3.950 | 27.650 | 7 | 3.950 | 27.650 |
| and on-site |  |  |  |  |  |  |  |  |  |
| coordination |  |  |  |  |  |  |  |  |  |
| for points of |  |  |  |  |  |  |  |  |  |
| sales |  |  |  |  |  |  |  |  |  |
| OTHER PO |  |  |  |  |  |  |  |  |  |
| DIRECT |  |  |  |  |  |  |  |  |  |
| COSTS:shipping of | 7 | 1.000 | 7.000 | 7 | 1.000 | 7.000 | 7 | 1.000 | 7.000 |
| promotional |  |  |  |  |  |  |  |  |  |
| material |  |  |  |  |  |  |  |  |  |
| **Subtotal for the activity 7.1** |  |  | 160.650 |  |  | 160.650 |  |  | 160.650 |
| **Total for the work package** | 160.650 | 160.650 | 160.650 |

**PROCEDURE FOR SELECTING THE PROGRAMME IMPLEMENTING BODY**

**6. Requirements for participation in the tender**

Economic operators (as defined by Article 65 of Italian Legislative Decree No. 36/2023, implementing Article 19 of EU Directive 2014/24/EU) may participate in this tender on an individual or associate basis, provided they meet the requirements set out in the following articles.

It is forbidden for a tenderer participating in the tender in associate form to also take part in individual basis. In the case of associated participation, all participants must be in possession of the subsequent requirements of article 6.1 at the time the bid is submitted.

Registration with the CCIAA (Chamber of Commerce, Industry, Crafts and Agriculture) for activities consistent with that constituting the subject of this tender procedure is required (to be certified by means of a copy of the Chamber of Commerce certificate). A tenderer not established in Italy but registered in another Member State must submit a sworn declaration or a declaration in accordance with the procedures in force in the country in which it is established.

\*

**6.1 Non-existence of grounds for exclusion from participation in the tender**

Participation in this tender procedure is reserved for economic operators who, on the date of submitting their bid, declare that there are no grounds for exclusion under Directive 2014/24/EU, i.e. grounds for exclusion related to articles 94 and 95 of Law decree 36/2023.

The inexistence of these grounds for exclusion must be certified by means of the attached declaration (**Annex A**), signed by the legal representative or person appointed for this purpose.

In the case of a temporary grouping, each operator must submit this declaration.

\*

**6.2 Economic and financial capacity requirements**

The economic operator wishing to participate in this selection tender:

* must have achieved, in the 2021-2022-2023 three-year period, a total global turnover of no less than the amount envisaged for the Programme and the Work Packages net of VAT, as resulting from **VAT declarations** or equivalent tax within the EU (this requirement must also be met in the case of economic operators that have been in operation for less than three years).

Possession of these requirements must be attested by the attached declaration (Annex A), signed by the legal representative or person appointed for this purpose. In the case of temporary groupings of companies (TGC) or consortia, the above requirements must be met by the group or consortium as a whole.

\*

**6.3 Technical and professional capacity requirements**

The economic operator (single or in a temporary grouping of companies) wishing to take part in this selection tender must

* have performed, in the 2021-2022-2023 three-year period, services similar to those covered by the tender (as detailed below) for a total amount of no less than Euro 300,000.00 (in letters: Euro three hundred thousand/00) net of VAT;
* involve at least three staff members in the Work Team, at least one of whom has three years' experience in the management of European promotion programmes and at least one of whom has three years' experience in the management of publicly funded programmes.

The services covered by the tender, for the purposes of this clause, are as follows:

* management activities of complex international promotion projects/programmes;
* management activities of groupings of companies and coordination of work teams;
* planning and management activities relating to public funding programmes;
* event and incoming organisation activities;

Possession of these requirements must be attested by means of the attached declaration (**Annex A**) signed by the Legal Representative (or person appointed for this purpose) of the tenderer and the submission of the CVs of the professional figures envisaged for the performance of the assignment. These requirements must be possessed by the economic operator or by the temporary grouping of companies as a whole.

\*\*\*

**7. Commission and award criteria**

7.1 The **Commission is appointed after the deadline for submission of tenders** and consists of an odd number of up to five members, who are experts in the specific field to which the subject matter of the contract relates.

7.2 The Commission verifies that the bidders meet the requirements for admission to the procedure and is responsible for evaluating their technical and financial bids.

7.3 The Service will be awarded on the basis of the best price-quality ratio, taking into account the technical bid and the financial bid.

7.4 If there is only one valid bid, the Contracting Authority has the right to proceed or otherwise with the awarding of the tender.

7.5 In the event of a tie in the score obtained, the tender will be awarded to the bidder with the highest score in the technical bid. In the event of a tie in both the financial bid and the technical bid, the Contracting Authority shall proceed by drawing lots.

 7.5 The qualitative aspects of the Service and the price are taken into consideration jointly, therefore the total 100 points will be evaluated in the following proportions:

* TECHNICAL BID: MAXIMUM 80 POINTS
* FINANCIAL BID: MAXIMUM 20 POINTS

7.6 The following criteria are established with the related sub-criteria for awarding the score:

|  |  |  |
| --- | --- | --- |
| **Award criteria** | **Sub-criteria** | **Highest score** |
| **i – Action quality** |  |
| **1. GLOBAL STRATEGY** | a) Structure of the strategy: coherence between the envisaged objectives and the strategy adopted in the target country | 12 |
| **2. METHODOLOGICAL APPROACH AND ACTIVITY STRUCTURE** | a) How the actions are implemented: description of the operational methods used to provide the services and their consistency with the aims and objectives of the communication campaign proposed for the project. | 18 |
| b) Description of achievement of the specific objectives set out in the chapter “Specific objectives”. | 15 |
| **3. Detailed action plan /Schedule** | a) Clarity and conformity of the proposed action plan. Realism and efficiency of the proposed results and action schedule. | 15 |
| Highest **possible score** | **60** |

|  |  |  |
| --- | --- | --- |
| **Award criteria** | **Sub-criteria** | **Highest score** |
| **ii – Operating capacity** | a) Quality of the Work Team proposed in relation to additional professional figures compared to the minimum ones as per article 6.3 | 3 |
| b) Experience in technical and administrative management of projects financed by public funds/Programmes | 8 |
| c) Work experience for activities in relevant markets | 9 |
| Highest **possible score** | **20** |

Each member of the Commission will evaluate each bid, assigning for each criterion/sub-criterion a quality coefficient with a variable value between zero and one according to the following evaluation grid:

- not found 0

- insignificant evaluation 0.1

- barely sufficient evaluation 0.2

- sufficient evaluation 0.3

- sufficient/fair evaluation 0.4

- fair evaluation 0.5

- fair/good evaluation 0.6

- good evaluation 0.7

- evaluation between good / excellent 0.8

- excellent evaluation 0.9

- excellent evaluation 1

7.7 The Commission will then calculate the average of the coefficients assigned by the individual commission members for each sub-criterion and will assign the score for the same by multiplying said average by the maximum score for the sub-criterion being evaluated.

7.8 The final score for each technical bid will then be the sum of the scores for each sub-criterion, calculated on the basis of the method indicated above. For the purposes of awarding and calculating scores, all non-integral numbers shall be approximated to the second decimal place.

7.9 The Commission will then proceed to examine the financial bid and will assign scores on the basis of what has been declared, up to a maximum of 20 points, according to the table below:

|  |  |  |
| --- | --- | --- |
| **Award criteria** | **Sub-criteria** | **Highest score** |
| **iii) TARIFF** | Evaluation of the financial bid against the consideration of the participating operator according to the following formula | 20 |
|   | Highest **possible score** | **20** |

The Commission will proceed to evaluate the financial bid by awarding a score using the following formula:

score of the financial bid multiplied by the commission of the operator considered = [(minimum commission%) / (commission% X)] \* 10

Where:

* *Minimum commission*%: is the percentage of the consideration relating to the financial bid multiplied by the consideration of the participating economic operator which is the lowest among those submitted;
* *Fee*% X: is the percentage of the consideration relating to the financial bid of the economic operator in question.

7.10 For the purposes of awarding and calculating scores, all non-integer numbers shall be approximated to the second decimal place.

**The financial bid must indicate, under penalty of exclusion, the staff costs, also in light of the technical bid.**

7.11 For the purposes of awarding and calculating scores, all non-integer numbers shall be approximated to the second decimal place.

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7.12 A ranking will be drawn up on the basis of the scores awarded to each bid received. The award will be made in favour of the bidder whose bid received the highest overall score (technical bid score + financial bid score).

\*\*\*

7.13 The Contracting Authority shall not be obliged to pay any compensation to the competing companies, for any reason or title whatsoever, for the tenders submitted.

7.14 The Contracting Authority shall proceed with the award even in the event that only one valid bid is submitted, provided that it is deemed appropriate by the Contracting Authority.

7.15 the Contracting Authority shall not proceed with the award if no bid is convenient or suitable in relation to the subject matter of the contract pursuant to its discretional final evaluation.

7.16 In the event of the contractor failing to appear at the signing of the contract or in the event of the declarations made being found to be false, the Contracting Authority reserves the right to award the contract to the economic operator next on the ranking list, once routine checks have been carried out.

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**8. Submission**

**8.1 Methods of submission of the bids and deadline**

The documents may be drafted in Italian or English and must be received by the Contracting Authority no later than 2 May 2024 at 12.00 noon in one of the following two ways:

1. by **courier or registered mail** of the bid in hard copy and electronic format - on CD or USB flash drive - by the participant in the tender, the economic operator remaining responsible for the actual delivery of the envelope by the deadline indicated;
2. by **certified electronic mail to** opas@legalmail.it.

All documents must be duly signed and stamped.

In the case of submission of the bid in hard copy format, the envelope must bear on the outside (under penalty of exclusion) the following wording: "DO NOT OPEN: CONTAINS BID BY MEANS OF OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF AN IMPLEMENTING BODY - [COMPANY NAME] - [ENVELOPE NAME]."

If sent by certified e-mail, the subject line must bear (under penalty of exclusion) the following wording: "DO NOT OPEN: CONTAINS BID BY MEANS OF OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF AN IMPLEMENTING BODY - [COMPANY NAME] - [ENVELOPE NAME]". Participants in the tender may send their bid by more than one e-mail message, if the attachments exceed the size of 100 mb. Each attachment to the certified e-mail message must be protected by a unique password, which will be revealed by the sender on the day of the tender.

If it is necessary to send the bid by more than one (certified) e-mail message, all messages must be received no later than the time and date of sending indicated above and the subject matter of the communication, in addition to the above wording, must indicate the number of the message out of the total number of messages provided (e.g. "PART 1 OF 3", "PART 2 OF 3" and "PART 3 OF 3").

Timely delivery of bids is at the sole risk of the sender.

\*

**Postal address** to which the bids must be sent by the afore-mentioned deadline:

Via Guastalla 21/A – 41012 Carpi (MO), Italy

For the attention of Antonio Rodà

**Certified e-mail address:** **opas@legalmail.it**

\*

The material will be made available, at the appropriate time, to the Commission that the Contracting Authority will appoint to carry out the selection activities.

\*

Economic operators interested in participating must, under penalty of exclusion, send all the necessary documentation in a package containing 3 envelopes or by certified e-mail, which must contain

Hard copy forwarding method ENVELOPE A - administrative documentation:

1. Annex A signed by the legal representative or by a person specifically delegated;
2. identity document of the signatory(s);
3. a copy of the Chamber of Commerce (CCIAA) certificate or registration in a commercial register kept in the Member State in which the economic operator has its headquarters;
4. hard copy of these specifications signed on each page by way of acceptance.

Certified e-mail forwarding method ENVELOPE A - administrative documentation:

1. Annex A signed digitally in Cades or Pades format;
2. A copy of the Chamber of Commerce (CCIAA) certificate or registration in a commercial register kept in the Member State in which the economic operator has its headquarters;
3. a copy of these specifications signed digitally by way of acceptance.

In the event of a temporary grouping of companies or consortia not yet formed, the documents in ENVELOPE A must be signed in the manner indicated above by all the members of the group and/or consortium. In addition, a declaration must also be submitted, signed by all the members of the group being formed, expressly undertaking, in the event of the award of the tender, to grant free mandate with representation to one of them, who will perform the functions of agent of the group. The same declaration must also indicate the services to be performed by each member of the group. In the case of horizontal type groupings, in which all the operators will perform the same services, the performance quotas must instead be indicated.

Hard copy forwarding method ENVELOPE B - technical bid

MAX. 30 STANDARD PAGES (E.G. 30 WORD SHEETS (30 strokes by twenty lines Times New Roman 14 - 30 PPT SLIDES). Parts exceeding the above limits will not be considered for scoring purposes.

1. PRESENTATION OF THE ECONOMIC OPERATOR participating in the Call for bids in terms of experience in the field of promotion/information on food products, experience in implementing the actions envisaged.
2. OVERALL STRATEGY - The economic operator must outline its proposal by proposing the types of activities and methods of implementation that it considers most effective for achieving the objectives.
3. METHODOLOGICAL APPROACH AND STRUCTURE OF THE ACTIVITIES - For each type of activity listed in the specifications, the specific measures to be implemented to achieve the objectives must be described. The activities and related measures should be consistent with the proposed strategy.
4. OPERATIONAL CAPACITY - The specific experiences and roles of the Work Team to be dedicated to the Programme and the specific experiences achieved in the target countries.

Certified e-mail forwarding method ENVELOPE B - technical bid

MAX. 30 STANDARD PAGES (E.G. 30 WORD SHEETS - 30 PPT SLIDES). MAX. 30 STANDARD PAGES (E.G. 30 WORD SHEETS (30 strokes by twenty lines Times New Roman 14 - 30 PPT SLIDES). Parts exceeding the above limits will not be considered for scoring purposes.

1. PRESENTATION OF THE ECONOMIC OPERATOR participating in the Call for bids in terms of experience in the field of promotion/information on food products, experience in implementing the actions envisaged.
2. OVERALL STRATEGY - The economic operator must outline its proposal by proposing the types of activities and methods of implementation that it considers most effective for achieving the objectives.
3. METHODOLOGICAL APPROACH AND STRUCTURE OF THE ACTIVITIES - For each type of activity listed in the specifications, the specific measures to be implemented to achieve the objectives must be described. The activities and related measures should be consistent with the proposed strategy.
4. OPERATIONAL CAPACITY - The specific experiences and roles of the Work Team to be dedicated to the Programme and the specific experiences achieved in the target countries.

**NOTE: Under penalty of exclusion, technical bids submitted in hard copy form must be signed, on each page, by all the operators. In the event of TGC groupings or consortia not yet formed, bids must be signed in the same manner by all members of the group or consortium being formed.**

**UNDER PENALTY OF EXCLUSION, bids submitted in digital format must be signed with Cades or Pades digital signature by all the operators. In the event of TGC groupings or consortia not yet formed, bids must be signed in the same manner by all members of the group or consortium being formed.**

**Technical bids must not contain any reference to what the tenderer has indicated in the financial bid, under penalty of EXCLUSION FROM THE PROCEDURE.**

ENVELOPE C - Financial bid in hard copy or digital format containing the percentage reduction with respect to the total amount of 1,844,600, VAT excluded.

The percentage reduction must be indicated both in letters and in figures; in the event of discrepancy, the indication expressed in letters shall prevail.

**Under penalty of exclusion, staff costs must be indicated.**

**NOTE: UNDER PENALTY OF EXCLUSION, financial bids submitted in hard copy form must be signed, on each page, by all the operators. In the event of TGC groupings or consortia not yet formed, bids must be signed in the same manner by all members of the group or consortium being formed.**

**UNDER PENALTY OF EXCLUSION, financial bids submitted in digital format must be signed with Cades or Pades digital signature by all the operators. In the event of TGC groupings or consortia not yet formed, bids must be signed in the same manner by all members of the group or consortium being formed.**

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**8.2 Formalities for opening the bids**

8.1 The Commission will be appointed by the Contracting Authority after the deadline for submission of bids has expired.

 8.2 The Commission shall meet for the commencement of operations relating to the admission and evaluation of bids in a public session, which may be attended by the legal representative or their appointee for each bidder, on 3 May 2024 from 10 a.m. at the Contracting Authority's operational headquarters or by remote connection, following a request to be sent to the e-mail address opas@legalmail.it by 6 p.m. on 2 May 2024.

8.3 At the first meeting, the Commission shall proceed in public session to open the envelopes and files relating to Envelope A - administrative documentation, proceeding to examine the same and assigning any time limits for the special procedure for remedying formal deficiencies in the cases envisaged by Article 9.1 below of these Tender Specifications, postponing to a subsequent public session the examination of the documentation received by virtue of the aforementioned special procedure for remedying formal deficiencies.

8.4 Once it has completed its examination of the administrative documentation and identified the bidders admitted to the procedure, the Commission shall proceed, in public session, to open the envelopes and files relating to Envelope B, then reconvene in a reserved session to evaluate the technical bids and award the related scores.

8.5 Once the evaluation of the technical bids is completed, the Commission shall proceed in public session, after notifying the bidders admitted to the procedure, to communicate the scores assigned to said bids and, during the same session, to open Envelopes C containing the financial bids and to evaluate them. The final scores will then be awarded and the related ranking list formulated. Once these operations have been completed, the Commission will formulate the proposal for the awarding of the procedure, which will be submitted to the Contracting Authority for the consequent decisions concerning the awarding and, subject to verification of the possession of the requirements, the subsequent conclusion of the contract, if the requirements and conditions are met, also in light of the provisions set forth in Article 7.15 above.

 8.6 All participants shall be promptly informed of the outcome of the evaluation procedure by e-mail. The results shall also be **published on the website** [**https://opas-coop.it**](https://opas-coop.it) **by 6 May 2024.**

Further information can be requested at the following e-mail address: antonio.roda@opas-coop.it

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**9 Tender documents**

- NOTICE

- TECHNICAL SPECIFICATIONS

- ANNEX A

**9.1 Indications regarding irregularities in the administrative documentation**

Deficiencies in any formal element of the application may be rectified by requests for additions and/or documentation by the Contracting Authority. In particular, in the event of the absence, incompleteness or any other essential irregularity in the documentation submitted, with the exclusion of those relating to the financial bid and the technical bid, the Contracting Authority will grant the bidder a deadline, not exceeding ten days, for the necessary declarations to be made, supplemented or regularised, indicating their content and the persons who must make them. If the deadline for regularisation expires to no avail, the bidder is excluded from the tender. Deficiencies in the documentation that do not permit the identification of the content or the person responsible for the same shall constitute essential irregularities that cannot be rectified.

The successful bidder is therefore responsible for the following aspects:

1. Performance of the Services forming the subject matter of the contract, in full and unconditional acceptance of the contents of these Specifications;

2. Compliance with all the indications contained in these specifications, even if not specifically referred to herein, with the rules and regulations in force at both national and regional level, as well as with those that may be issued during the contractual period (including municipal regulations and ordinances), with particular regard to those relating to hygiene and safety and in any case relating to the subject matter of the contract.

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**10. RELATIONS BETWEEN THE IMPLEMENTING BODY AND THE CONTRACTING AUTHORITY**

The successful bidder shall identify a Contact Person, responsible for the service, who shall be obliged to cooperate closely with the Contracting Authority and the project steering committee in the implementation of the Service covered by the contract, as well as in the operational solution of problems relating to particular requirements of the activities.

The successful bidder shall undertake to observe the Organisation, Management and Control Model pursuant to Italian Legislative Decree No. 231/01, with the related Codes of Ethics and disciplinary system adopted by the Contracting Authority which can be found at <https://opas-coop.it/noi-di-opas/modello-231-e-codice-etico/> (the "MOG"). In particular, the successful bidder must formally undertake to comply with the contents, principles, and procedures of the MOG and to refrain from any conduct liable to give rise to the types of offences indicated in Italian Legislative Decree No. 231/01, as amended and added to, set out in the MOG. The above commitments shall be undertaken not only by the successful bidder but also by the Work Team and by any person involved in the execution of the Work Packages.

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**11. SUB-CONTRACTING**

Subcontracting is permitted under the conditions set out below. The Implementing Body shall indicate in the Technical Specifications the services it intends to subcontract out.

In the event of failure to indicate, subcontracting shall be prohibited.

It is understood that the entire performance of the services to be entrusted may not be subcontracted out.

Subcontracting is only permitted subject to the Contracting Authority's authorisation under the terms that will be set out in the contract concluded after the award.

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**12. TERMINATION DUE TO SERIOUS BREACH**

12.1 Without prejudice to the applicability of Articles 1453 and 1454 of the Italian Civil Code, the contract between the successful bidder/Implementing Body and the Contracting Authority may be terminated by the latter pursuant to Article 1456 in the event of:

12.1.1 interruption or suspension of services, by the Implementing Body, without justified reason for more than 15 business days;

12.1.2 serious breach of the provisions of law on accident prevention, safety in the workplace, recruitment, regularisation, protection and assistance of workers, mandatory insurance of personnel and payment of the amounts due to them;

12.1.3 fraud in the performance of the contract and services;

12.1.4 manifest and ascertained incapacity or unfitness, even if only legal, in the performance of the contract and services;

12.1.5 loss, on the part of the Implementing Body, of the requirements set forth in Articles 6, 6.1, 6.2 and 6.3 above of these specifications, as well as any other requirement necessary for the performance of the services, such as, for example, the initiation of any of the procedures disciplined by the business distress and insolvency code pursuant to Italian Legislative Decree No. 14 of 12 January 2019, as amended and added to, or similar regulations of the country of the successful bidder;

12.1.6 non-compliance of the services provided with the contractual specifications and the scope of the work;

12.1.7 unauthorised subcontracting;

12.1.8 serious violations of the provisions on the traceability of financial flows pursuant to Article 3 of Italian Law No. 136/2010 in cases where it is applicable.

12.1.9 for breach by the successful bidder and/or the parties involved by the same in the execution of the Work Packages of the provisions of the MOG, as well as in the event of predicate offences pursuant to Italian Legislative Decree No. 231/2001;

12.1.10 the imposition of sanctions or precautionary measures that do not allow, or severely limit, the exercise of the activity.

12.2 In the event of termination of the contract and/or in all other cases of dissolution of the contractual obligation, the Contracting Authority shall be entitled to award the contract to the economic operators who have participated in this procedure and have been admitted to the final list, by means of scrolling through the same.

The Contracting Authority shall be entitled to verify the satisfactory implementation of the service with the support of agents chosen at its discretion. In the event of termination of the contract, the successful bidder shall in any case undertake to continue the appointment, under the same conditions, for a maximum of three months. The Contracting Authority shall replace the bidder with the subsequent candidates in the ranking list of the tender.

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**13. DISPUTES**

For the settlement of all disputes that may arise in the performance of the service, which cannot be settled briefly by the contracting parties, the Law Court of Modena (Italy) shall have exclusive jurisdiction.

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**14. PROPRIETARY TITLE AND RIGHTS OF USE**

The rights of ownership and/or of use and economic exploitation of the results, prepared or created by the successful bidder or its employees and associates in the context of or in connection with the performance of the service, shall remain the exclusive property of the Contracting Authority, which may, therefore, without any restriction, arrange for the publication, dissemination, use, duplication of such intellectual works or materials, except as envisaged by European Union law.

These rights, pursuant to Italian Law No. 633/41 "Protection of copyright and other rights granted to the exercise thereof" as amended and added to by Italian Law No. 248/00, shall be deemed to be transferred, acquired and licensed in a perpetual, unlimited and irrevocable manner. The successful bidder undertakes to deliver all the products in an open and modifiable format and expressly undertakes to provide the Contracting Authority, in the capacity of Contracting Authority, with all the documentation and material required for the effective exploitation of the exclusive property rights, as well as to sign all the documents required for the possible transcription of such rights in favour of the Contracting Authority in any public registers or lists.

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**15. DATA PROCESSING**

15.1 Pursuant to Italian Legislative Decree No. 196/2003, as supplemented by Italian Legislative Decree No. 101/2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter collectively the "*GDPR*"), **the provision of the data indicated in this document and envisaged in the annexes, which will be collated by the Contracting Authority, is necessary for the purposes of participation in the procedure or for the awarding of the contract with the Contracting Authority.** **Therefore, failure to provide the data required by the Regulatory Framework, the applicable regulations and this document, entailing the impossibility of processing the data, shall result in exclusion from the tender as it prevents the tender documents from being analysed.**

15.2 The purposes of the processing of the data provided are:

1. the handling of the tender procedure and the awarding of the contract;
2. the conclusion and management of the contract with the successful bidder for the execution of the Work Packages;
3. the management of the communications and information required by public and supervisory bodies, necessary for the correct management and reporting of the activities carried out under the Programme and in execution of the Work Packages;
4. fulfilments envisaged by the Regulatory Framework and the regulations applicable to this call.

15.3 The data provided shall be retained:

- with regard to unsuccessful bidders, within the limits of the principles of relevance and minimisation, for a maximum period of 2 (two) years from the date of the tender, in order to allow the exercise of the right of defence;

- with regard to the successful bidder, again in application of the principles of relevance and minimisation, for a period of 6 (six) years following the final reporting of the Programme.

15.4 The data shall be processed both in hard copy form and on electronic media, also after the possible establishment of the contractual relationship.

15.5 The data will not be subject to dissemination, but only to communication in connection with the need to fulfil obligations imposed by the Regulatory Framework, the regulations applicable to the tender and/or requests made by public authorities.

15.6 EU Regulation 2016/679 (Articles 15 to 22) grants data subjects the exercise of specific rights. In particular, in relation to the processing of their personal data, the data subject has the right to request:

* 1. access: the data subject may request confirmation as to whether or not data relating to them is being processed, as well as further clarification regarding the information set out in this disclosure;
	2. rectification: the data subject may request that the data they have provided be rectified or supplemented if inaccurate or incomplete;
	3. deletion: the data subject may request that their data be deleted, if it is no longer necessary for the above purposes, if consent is withdrawn or if they object to the processing, if the processing is unlawful, or if there is a legal obligation to delete the data;
	4. restriction: the data subject may request that their data be processed only for the purposes of storage, to the exclusion of other processing, for the period necessary to rectify their data, in the event of unlawful processing for which deletion is objected to, if they have to exercise their rights in court and the retained data may be useful and, finally, in the event of opposition to processing and a check is being carried out as to whether the data controller's legitimate reasons prevail over their own;
	5. opposition: the data subject may oppose at any time the processing of their data, unless there are legitimate grounds for processing which override their own, e.g. for the exercise or defence of legal claims;
	6. portability: the data subject may request to receive their data, or have the same transmitted to another data controller indicated by them, in a structured, commonly used and machine-readable format.

Furthermore, the data subject has the right to lodge a complaint, should they consider that their rights have been violated, with the Supervisory Authority, which in Italy is the Garante per la Protezione dei Dati Personali (Data Protection Authority).

The Data Controller is O.P.A.S. Organizzazione Prodotto Allevatori Suini Soc. Coop. a r.l., with headquarters in Via Cappello 5 – 46100 Mantua (MN), Italy.

In order to exercise the aforementioned rights, the data subject may, at their own choice, send the Data Controller:

* + a postal communication, addressed to the Data Controller at the registered offices in Via Cappello 5 - 46100 Mantua (MN), Italy;
	+ an e-mail to the address: privacy@opas-coop.it

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**Any questions and/or requests for clarification regarding this procedure must be sent to the certified e-mail address** **opas@legalmail.it** **no later than 12 noon on 24 April 2024. Answers will be published anonymously on the website** [**https://opas-coop.it/news/**](https://opas-coop.it/news/)

**Sole party in charge of the procedure**

The sole person in charge of the procedure pursuant to Article 31 of Italian Legislative Decree No. 50/2016 is the Legal Representative.