



TECHNICAL SPECIFICATIONS – Supply of marketing service (data analysis) and Purchase of data referred to the air transport sector (passengers, routes, markets)

Context - General objectives - Target

A valid and effective marketing strategy necessarily requires access to a wide and diversified set of data - both qualitative and quantitative - and the ability to analyse them correctly.

Equally unquestionable is the assumption that for a tourist destination to develop and establish itself on the global market, it must be easily accessible by collective and individual means of transport.

The objective of this tender is to acquire a highly qualified and specialized service for accessing and analysing data related to the air transport sector for the implementation of the Digital Twin project and for the elaboration of projects aimed to the development and growth of the tourist destinations in Emilia-Romagna region.

Description of service:

Data analysis service and purchase of data referred to the air transport sector (passengers, routes, markets) for the implementation of the Digital Twin Project and for the elaboration of territorial tourism development plans using trademarked software such as Catchment Analyser, DataDashboard, ForeCastOne, PassengerRouteForecast capable of elaborating unique insights into the patterns and dimensions of the air travel market (global, by countries, by routes, etc.).

Minimum Environmental Criteria - CAM

In accordance with the provisions of Article 57 of Legislative Decree nr. 36/2023, in order to achieve the environmental objectives of GPP (Green Public Procurement), the materials used to perform the service must comply with the minimum environmental criteria - CAM adopted by Decree of the Italian Republic Ministry for the Ecological Transition/Ministry of the Environment and Energy Security, taking into account updates, with specific reference to those in the sector of competence.

Liability and obligations of the successful tenderer

The successful tenderer shall be directly and exclusively liable for any damage caused by its personnel to persons or property, whether of the administration or of third parties, because of omissions or negligence in the performance of the service.

In any case, the successful tenderer undertakes to comply, in the performance of the contractual services, with the current safety and accident prevention regulations, with all the legal provisions in force in the country where the company is based and where the service is

Apt Servizi srl

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carried out, as well as with the social insurance regulations, and with any other regulatory provisions that may be issued in this regard.

It also undertakes to:

- comply with all obligations towards its employees, in accordance with the laws and regulations in force in the country where the company is based, regarding to labour and social insurance, assuming the related obligations.
- implement towards its own employees, employed in the service covered by these specifications, regulatory and salary conditions not inferior to those resulting from the collective labour agreements applicable to the category and in the country in which they perform the services.

Apt Servizi has no connection whatsoever with the employment relationship established between the company and its employees assigned to the service and can never be involved in any dispute that may arise, as no employment relationship will be deemed to have been established between the company's employees and the client Apt Servizi

Workplace safety provisions

To ensure safety in the workplace, the awarded company is obliged to strictly comply with the provisions of the regulations on improving the safety of workers in force in their country.

Final Guarantee

For the signing of the contract, as provided for in Article 53, paragraph 4 of Legislative Decree nr. 36/2023, the definitive guarantee referred to in Article 117 of the aforementioned decree is not required, given the proven solidity of the economic operator that is a leader in its sector and market.

Stamp Duty

Upon the conclusion of the contract, the contractor is required to pay a one-off stamp duty, the amount of which is determined in accordance with the table set forth in Annex I.4 to Legislative Decree nr. 36/2023. The same table supersedes the methods for calculating and paying the stamp duty set forth in Presidential Decree nr. 642 of 26 October 1972 on public contracts governed by the Code.

Verification of compliance pursuant to Art. 116 of Legislative Decree nr 36/2023

Throughout the performance of the service, the contractor shall allow Apt Servizi to carry out checks and controls on the regular performance of the service and on compliance with the terms and conditions established in the contract.

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Penalties

In the event of imperfect, partial or non-execution of the service, Apt Servizi may apply, following notification of the breach and assessment of the justifications put forward, an unquestionable penalty of € 100.00 plus VAT for each breach ascertained, which will be deducted directly from the amount due. The penalty will be applied in particular in the event of a service that differs in quality and/or quantity.

In the event of repeated violations, the amount of the penalty shall be doubled.

After the application of a total of five (5) penalties, the contract is deemed to be terminated by operation of law. The application of the aforementioned penalties does not preclude the right of the contracting authority to claim compensation for any greater damages suffered or additional expenses incurred by the contracting authority due to delays or breaches of contract by the successful tenderer.

The total amount of the penalties applied may in no case exceed 10% of the contractual amount.

Express termination clause

Termination shall be effective as of right, pursuant to Article 1456 of the Civil Code, in the following cases

- total default, such as failure to perform the service covered by the contract
- if the penalties imposed exceed five.
- breach of Article 3, Law nr 136 of 13 August 2010 concerning the traceability of financial flows.

Termination pursuant to Art. 122 of Legislative Decree nr 36/2023

The contracting authority may terminate the contract during its term if one or more of the conditions prescribed in Article 122 of Legislative Decree nr 36/2023 are fulfilled.

Withdrawal ex art 123 Legislative Decree 36/2023

Without prejudice to the provisions of Articles 88 paragraphs 4-ter and 92, paragraph 4) of Legislative Decree nr. 159 of 6 September 2011, the contracting authority may terminate the contract at any time, subject to the payment of the services relating to the services and supplies performed, as well as the value of the useful materials in stock in the case of services or supplies, plus one-tenth of the amount of the works, services or supplies not performed

For further specifications, please refer to Article 123 of Legislative Decree nr 36/2023.

Payment terms and conditions

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By bank transfer, upon receipt of invoice, 30 days after successful completion of conformity check,

Invoicing Timing

⇒ On a quarterly basis for a maximum total of 4 invoices per year.

Payment is in any case subject to the conclusion of the contract.

It is prohibited to proceed with any assignment of credit or any power of attorney for collection unless first expressly authorised by Apt Servizi.

Financial flow traceability obligations

The economic operator awarded the contract expressly assumes, pursuant to Art. 3 of Law nr 136 of 13 /08/2010 and subsequent amendments and supplements, the obligations of traceability of financial flows provided for in said law, undertaking to provide Apt Servizi with a current account dedicated to payments. Failure to comply with this clause shall result in the automatic legal termination of the contract pursuant to Article 1456 of the Civil Code.

Confidentiality

The successful tenderer undertakes to observe full confidentiality regarding any information, documents, knowledge or other elements that may be provided by Apt Servizi, public bodies and administrations and associations or other bodies involved in the project and/or any interested parties in the activities.

Place of jurisdiction

For any dispute arising between the Administration and the Contractor, the Court of Bologna shall have exclusive jurisdiction.

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