



REQUEST FOR PROPOSAL

Subject: Rda 52830 - Direct award pursuant to art. 50, paragraph 1, letter b) of Legislative Decree no. 36/2023, aimed at stipulating a contract for *the conclusion of a contract whose object is an automotive comparison and configuration database* - Request for Proposal

Consip S.p.A. single-member joint stock company Fully paid-in share capital of € 5,200,000.00 Tax Code and VAT no. 05359681003, Listed on the Companies' Register at the Chamber of Commerce, Industry, Trades and Agriculture of Rome under no. 05359681003 - REA (Economic and Administrative Index) no. 878407 (hereinafter also Consip) purchasing an automotive comparison and configuration database including related and optional services.

This acquisition is entirely carried out by Consip through the functionality called "negotiated procedure" on the electronic platform (hereinafter also Sistema) accessible at the address www.acquistinretepa.it.

For this acquisition, Consip proceeds with the award pursuant to art. 50, paragraph 1, letter. b) of the D.Lgs. n. 36/2023 (hereinafter for brevity "Code") to **JATO Dynamics Limited** in HUNTON House, Highbridge Industrial Estate, Oxford Road, Uxbridge, UB8 1LX

The AGREEMENT for the SUPPLY of JATO LEASING SERVICES is attached for this acquisition.

The sole manager of the project is Gianandrea Greco

The person responsible for the procedure for the assignment phase is Massimo Moretti.

1. TELEMATIC PLATFORM

Electronic Procurement System

Use of the System implies the tacit and unconditional acceptance of all terms, conditions of use and notices contained in the procedural documents – including the Rules of the Public Administration e-Procurement System (hereinafter, the Rules) – and, in particular, of Regulation (EU) No. 910/2014 (hereinafter, the eIDAS Regulation – electronic Identification, Authentication and Signature), Legislative Decree No. 82/2005 laying down the Digital Administration Code (CAD), and the guidelines issued by AGID, as well as of all information made available to users through communications published on the System.

Use of the System shall take place in compliance with the principles of self-responsibility and professional diligence, pursuant to Article 1176, paragraph 2, of the Italian Civil Code.

All activities and operations carried out through the System are recorded and attributed to the economic operator and shall constitute full evidence vis-à-vis the users of the System. Such system records are confidential and shall not be disclosed to third parties, except by judicial order or in the event of a lawful request for access to documents, in accordance with applicable laws and regulations.

Use and operation of the System shall comply with the provisions set out in the Rules, which form an integral part of this request for quotation, even if not physically attached hereto, and which are available on the website www.acquistinretepa.it > Chi siamo > Come funziona, at the following link:

https://www.acquistinretepa.it/opencms/opencms/programma_comeFunziona_RegoleSistema.html.

The purchase, installation and configuration of hardware and software, digital signature certificates, a certified electronic mail (PEC) account or, in any case, a qualified certified electronic delivery address, as well as Internet access connections, shall be the sole responsibility of the economic operator.

The System is normally accessible twenty-four (24) hours a day, seven (7) days a week. Access to the System may nevertheless be slowed down, hindered or temporarily unavailable due to scheduled maintenance activities or technical issues, which shall, where possible, be notified to users in advance. By registering and submitting an offer, the economic operator releases and holds harmless the Ministry of Economy and Finance (MEF) and Consip S.p.A., also in its capacity as System Operator, indemnifying them against any loss, damage, cost or expense of any nature whatsoever, including legal costs, incurred by them and/or by third parties as a result of breaches of the rules set out in this request for quotation and its annexes, improper or incorrect use of the System, or violations of applicable laws and regulations.

In the event of the above-mentioned breaches, violations of laws or regulatory provisions, or irregularities in the use of the System by economic operators, and without prejudice to the provisions set out elsewhere in this request for quotation, the MEF and Consip S.p.A., also in their capacity as System Operator, each within the scope of their respective responsibilities, reserve the right to seek compensation for any direct or indirect damages, including financial and reputational damages, that may have been suffered.

Identification

In order to submit an offer, at least one individual vested with the necessary powers to bind the economic operator on whose behalf they act must access the System, following prior registration.

Access to the System is free of charge and is granted following online identification, which may take place through the following means:

1. through the Public Digital Identity System for citizens and businesses (SPID) with a Level of Assurance LoA3, through the Electronic Identity Card (CIE) referred to in Article 66 of Legislative Decree No. 82 of 7 March 2005, or through the eIDAS system for European users;
2. for non-EU users or users not having access to the Italian eIDAS node, through credentials issued following an off-System identification process, in compliance with the regulations governing digital identity.

It is specified that identification through the above-mentioned methods is required for each subsequent access to the electronic phases of the procedure.

Any requests for technical or IT support shall be submitted by contacting the dedicated Call Center at the contact details indicated on the website www.acquistinretepa.it.

System Manager

Consip S.p.A., in its capacity as the manager of the System on which the procedure is carried out, makes use of the operational support of the System Administrator (i.e. the entity indicated on the website www.acquistinretepa.it, awarded the relevant contract following the applicable procurement procedure). The System Administrator is entrusted with the technical management services of the IT applications necessary for the operation of the System and is responsible for monitoring its main operating parameters and reporting any anomalies.

The System Administrator also ensures the logical and application-level security of the System, as well as the adoption of appropriate and adequate technical and organisational measures to ensure compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter also referred to as the “EU Regulation” or “GDPR”).

Communications

All communications and exchanges of information between the Contracting Authority and the economic operators shall be carried out in accordance with the provisions of Legislative Decree No. 82/2005, through the System and, where not provided for therein, by means of the digital domicile extracted from one of the registers referred to in Articles 6-bis, 6-ter and 6-quater of Legislative Decree No. 82/2005 or, for cross-border economic operators, through a qualified certified electronic delivery service address pursuant to the eIDAS Regulation.

Communications made through the System shall be accessible in the “Communications” section. It shall be the sole responsibility of the economic operator to regularly consult such communications.

2. DOCUMENTATION

The documentation of this acquisition includes:

1. Rda 52830- DRA PROT.REGISTRO INTERNO.204.27-03-2026-I - Request for quotation and related attachments:
 - a) Annex 1 – Bid Declaration;
 - b) AGREEMENT for the SUPPLY of JATO LEASING SERVICES, annexed for this acquisition.
2. e-Procurement System Rules published on Acquistinrete.it>*Chi siamo*>*Come funziona* at the following link:

https://www.acquistinretepa.it/opencms/opencms/programma_comeFunziona_RegoleSistema.html;

The documentation is accessible for free on the website www.acquistinretepa.it.

3. OBJECT

With this Request for Proposal, Consip S.p.A. intends to proceed with the award of the Contract concerning the Supply of “Jato Specs” services for the year 2026-27, as detailed in the table below:

n.	Description	CPV	P (principal) S (secondary)	Amount
1	Automotive comparison and configuration database.	72320000-4 – Database services	P	€ 64.866,00
Interference safety charges not subject to reduction				€ 0,00
Total amount (net of VAT)				€ 64.866,00

In light of the nature of the supply covered by this procedure, there is no obligation, pursuant to Article 26(3-bis) of Legislative Decree No. 81 of 9 April 2008, to prepare the Single Interference Risk Assessment Document (DUVRI).

The Contract regarding the Service requested in the present Request for Proposal will include the following minimum characteristics:

- 4 users, internal (with email extension@consip.it);
- Online database for research and analysis of automotive industry (cars e LCV);
- Automatic updates;
- Configuration of vehicle search and related options based on the specifications identified (eg length, height, engine size, etc.);
- Possibility to compare selected models;
- Ability to export data.

Duration

The duration of the contract (excluding any options) is **12 months**. There is no tacit renewal.

4. GENERAL REQUIREMENTS

The circumstances referred to in Article 94 of the Code are causes for automatic exclusion. The existence of the circumstances referred to in Article 95 of the Code is ascertained after cross-examination with the economic operator.

Other causes of exclusion

Any economic operator that has awarded assignments in breach of Article 53, paragraph 16-ter, of Legislative Decree No. 165 of 2001 to individuals who, in their capacity as employees, exercised authoritative or negotiating powers within the awarding administration over the last three years shall be excluded from the procedure.

5. METHOD OF SUBMITTING THE OFFER

The offer and the documentation relating to this procurement procedure shall be submitted exclusively through the System, unless otherwise provided.

The offer and the related documentation shall be digitally signed using a digital signature or another qualified electronic signature or advanced electronic signature.

Self-certifications shall be drawn up pursuant to Articles 19, 46 and 47 of Presidential Decree No. 445/2000.

Documentation submitted in copy shall be produced in accordance with Legislative Decree No. 82/2005. The System shall not accept:

- offers submitted after the date and time established as the deadline for submission of the offer;
- offers lacking one or more documents whose submission is mandatory and required by the System.

For the purpose of determining the date and time of submission of the offer, the time recorded by the System shall prevail.

The System shall also provide the economic operator with a receipt, in PDF format, attached to an automatic communication, certifying the date and time of submission of the offer and indicating the offer identification code, along with references to its contents.

For the submission of the offer, the economic operator shall have a maximum capacity of 15 MB per single file, beyond which timely receipt is not guaranteed. Where it is necessary to submit files exceeding such size, it is recommended to split them into multiple files.

With regard to the System's "Communications" area, the economic operator shall have a maximum capacity of 15 MB per communication. Where it is necessary to send communications with attachments exceeding such size, it is recommended to send multiple communications.

Without prejudice to the technical requirements set out in the previous paragraph 1 and in the Rules,

the modalities for uploading the offer to the System are specified below.

The "OFFER" shall consist of the following components:

- a) Administrative documentation;
- b) Financial offer.

It is specified that:

- the offer shall be binding for the economic operator;
- by submitting the offer, the economic operator accepts all documentation relating to this procurement procedure, including annexes and clarifications.

The economic operator shall upload the above documentation to the System in the relevant sections, as further detailed in the following paragraphs.

On the website www.acquistinretepa.it, within the section dedicated to this procurement procedure, submission of the OFFER shall be carried out by executing a specific procedure that allows for the preparation and transmission of the documents comprising the OFFER.

Preparation and submission of the OFFER shall take place exclusively through the guided procedure provided by the System. Such procedure may be carried out in successive stages through the saving of entered data and completed activities, provided that submission of the OFFER must, in any event, occur by the peremptory deadline established above. The steps of the procedure must be completed in the sequence required by the System.

Economic operators are advised to verify the consistency between the data entered into the System and the information contained in the documentation submitted as part of the OFFER.

Submission of the OFFER shall be deemed completed only upon selection of the relevant "submit" function provided by the System.

Upon submission of the offer, the economic operator shall receive a communication in the restricted area of the System containing an attached report summarising the offer data and certifying the date and time of submission of the offer.

Submission of the OFFER through the System shall be entirely at the submitting party's own risk. The economic operator assumes full responsibility in the event of failure or delayed receipt of the OFFER, due, by way of example and without limitation, to malfunctions of the telematic tools used, connection or transmission difficulties, slow data transmission, or any other cause. Any liability of Consip S.p.A. is expressly excluded should the OFFER not be received by the System within the prescribed peremptory deadline for any reason whatsoever, including technical issues or disruptions.

In any event, without prejudice to mandatory statutory limits, the economic operator releases Consip S.p.A., also in its capacity as System Operator, from any liability arising from malfunctions of any kind, system failures or interruptions in the operation of the System. Consip S.p.A. nevertheless reserves the right to adopt any measures it deems necessary in the event of System malfunction.

In addition to the provisions set out herein, the operational and explanatory instructions available within

the System pages relating to the procedure shall remain fully applicable.

6. ADMINISTRATIVE DOCUMENTATION

The economic operator shall upload to the System, within the administrative envelope, the documentation indicated in the table below:

Administrative documentation	
Document	Envelope
Annex 1 – Mandatory declaration	Administrative
Possible Powers of Attorney	Administrative

All the relevant declarations are signed by the legal representative of the economic operator or by his attorney with the relevant power of attorney. In this case, the economic operator attaches a certified copy of the original of the power of attorney.

7. ECONOMIC OFFER

The economic operator inserts into Sistema, in the economic envelope, the documentation indicated in the following table:

Economic Offer	
Document	Envelope
Economic Offer (<i>generated by the system</i>)	Economic

The **Economic Offer, automatically generated by the System** and digitally signed, containing the values entered into the System by the economic operator in the relevant dedicated form(s), in accordance with the procedures specified below.

The offered values shall be recorded in a declaration generated by the System in .pdf format (the “Economic Offer Document”), which the economic operator shall upload to the System after having:

- i. downloaded and saved it on their own computer;
- ii. digitally signed it.

8. EXECUTION OF THE CONTRACT

A Contract shall be signed with Jato Dynamics Ltd on the basis of the contractual terms and conditions attached to this procedure and of the technical and financial characteristics of the subject matter of the Contract.

Where applicable, all contractual expenses and fiscal charges, such as taxes and duties – including registration tax, if due – relating to the execution of the Contract shall be borne by the economic operator.

In particular, the economic operator shall be responsible for the payment of the stamp duty, pursuant to Article 18, paragraph 10, of the Code, in accordance with the amounts set out in Annex I.4 to the Code, to be paid at the time of execution of the Contract.

The Contracting Authority reserves the right, giving reasons, not to enter into the Contract.

9. PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter also referred to as the “EU Regulation” or “GDPR”), Consip S.p.A. provides the following information regarding the processing of personal data.

Purpose and legal basis of the processing

With reference to the activities carried out within their respective areas of competence by Consip and by the Contracting Entity, it is specified that:

- the data provided by economic operators are collected and processed by Consip S.p.A. in order to verify compliance with the legal requirements for participation in the procedure and, in particular, for the purpose of assessing the administrative, technical and economic capacities of such operators, as well as for the award of the contract, in fulfilment of specific legal obligations arising from legislation governing public procurement and public contracts;
- the data provided by the economic operator are acquired by Consip and transferred to the Contracting Entity for the purposes of drafting and executing the Contract, for the fulfilment of related legal obligations, as well as for the administrative and financial management and performance of the Contract.

All data acquired by Consip S.p.A. and by the Contracting Entity may also be processed for research and statistical purposes, in compliance with the provisions of the EU Regulation.

Nature of the provision of data

The economic operator is required to provide data to Consip S.p.A. due to the legal obligations arising from public procurement and public contracting legislation. Failure to provide the data requested by Consip S.p.A. may, depending on the circumstances, result in the impossibility of admitting the economic operator to participation in this procedure and/or in the impossibility of executing the Contract.

Special categories of data and data relating to criminal convictions

As a rule, the data provided by the economic operator do not fall within the “special categories of personal data” referred to in Article 9 of the EU Regulation.

The processing of “personal data relating to criminal convictions and offences” referred to in Article 10 of the EU Regulation (so-called judicial data) is limited solely to the purpose of assessing compliance with the requirements and qualifications laid down by applicable legislation for the award of the contract.

Methods of data processing

Personal data shall be processed by Consip S.p.A. and by the Contracting Entity in such a manner as to ensure the necessary security and confidentiality and may be carried out using manual, paper-based, IT and electronic tools, in compliance with the security measures provided for by the Privacy Code and the EU Regulation.

Scope of data communication and disclosure

The data may be:

- processed by Consip S.p.A. personnel involved in the procedure, by personnel of other departments of the same company carrying out related activities, as well as by offices responsible for research and statistical activities;
- disclosed to self-employed collaborators, professionals and consultants providing advisory or assistance services to Consip S.p.A. in relation to the procedure, including for legal protection purposes, sector studies or statistical activities;
- disclosed, where applicable, to the Ministry of Economy and Finance or to other Public Administrations for which Consip S.p.A. and the Contracting Entity perform activities pursuant to their corporate purposes, with regard to the data provided by the economic operator;
- disclosed to other economic operators requesting access to procedural documents, within the limits permitted under Law No. 241 of 7 August 1990;
- disclosed to the National Anti-Corruption Authority, pursuant to AVCP Resolution No. 1 of 10 January 2008.

The name of the economic operator and the contract award price may be published on the websites www.consip.it, www.acquistinretepa.it and www.mef.gov.it.

Furthermore, information and data relating to the economic operator’s participation in the initiative may be used by MEF and Consip, each within the scope of their respective responsibilities, including in aggregated form, and made available to other public administrations, natural and legal persons, including as open data, in accordance with legislation on public data and reuse of public sector

information (Legislative Decree No. 36/2006 and Articles 52 and 68(3) of Legislative Decree No. 82/2005, as amended).

In compliance with statutory transparency obligations (Article 1, paragraph 16, letter (b), and paragraph 32 of Law No. 190/2012; Article 35 of Legislative Decree No. 33/2012; and Article 29 of the Code), the contractor acknowledges and accepts that the data and documentation required by law to be published may be disclosed, where applicable, through the website www.consip.it, "Transparent Company" section, with reference to their respective areas of competence.

In fulfilment of legal obligations, data may be transferred to an international organisation.

Data retention period

Data shall be retained for a period of ten (10) years from the award of the contract for the Contracting Authority and from completion of contract performance for the Contracting Entity.

Data may also be retained, including in aggregated form, for research or statistical purposes, in compliance with Article 89 of the EU Regulation and Article 110-bis of the Privacy Code.

Rights of the data subject

A "data subject" means any natural person whose data are transferred by the economic operator to the Contracting Authority and through it to the Contracting Entity.

Data subjects are granted the rights set out in Articles 15 to 23 of the EU Regulation. In particular, data subjects have:

- i) the right to obtain confirmation as to whether or not personal data concerning them are being processed;
- ii) the right of access to their personal data, including information on the purposes of processing, categories of data processed, recipients or categories of recipients, and data retention period;
- iii) the right to request rectification and, where applicable, erasure or restriction of processing, as well as the right to object to processing for legitimate reasons;
- iv) the right to data portability, within the limits set out in Article 20 of the EU Regulation.

If, in exercising the right of access or related rights, the response is not received within the statutory time limits or is deemed unsatisfactory, the data subject may assert their rights before the competent judicial authority or file a complaint with the Italian Data Protection Authority.

Data Controllers and Data Protection Officers

For activities within their respective competence, the Data Controllers are Consip S.p.A., with registered offices in Rome, Via Isonzo No. 19/D-E, both of which have appointed their respective Data Protection Officers.

Any request relating to the processing of personal data or the exercise of data subject rights shall be addressed as follows:

- for Consip S.p.A., to the Consip Data Protection Officer (DPO) at:
esercizio.diritti.privacy@consip.it and dpo@postacert.consip.it and PEC
dpo@postacert.consip.it;

For the purposes of compliance with statutory deadlines, requests shall include the wording: "Exercise of rights pursuant to Articles 15 et seq. of Regulation (EU) No. 2016/679".

Consent to the processing of personal data

Upon receipt of the above information, by submitting the offer and/or executing the Contract, the legal representative of the economic operator acknowledges and expressly consents to the processing, as described above, of their personal data, including judicial data.

The economic operator undertakes to fulfil any information and consent obligations, where required, vis-à-vis the natural persons (data subjects) whose personal data are provided within the scope of the award procedure, with regard to the processing of such data, including judicial data, by Consip S.p.A. and/or the Contracting Entity for the purposes described above.

Healthcare, Goods and Services Sourcing Division

Director
(Gianandrea Greco)

Annexes ut supra