

ELECTRONIC TENDER PROVISIONS

COMPETITIVE PROCEDURE WITH NEGOTIATION FOR THE JOINT AWARD OF THE DESIGN, EXECUTION OF WORKS AND MAINTENANCE OF THE ITALY PAVILION AT THE SITE OF EXPO 2025 OSAKA.

TENDER IDENTIFICATION CODE (CIG): 9741365CB1 CUP: J35B21000060008

The next World Expo (EXPO) will open on 13 April 2025 in Osaka, Japan, in the Kansai region. It will last until 13 October 2025.

The theme of EXPO 2025 in Osaka, Kansai, is "*Designing Future Societies for Our Lives*", a theme that places the human being at the centre of development and innovation and aims to create a major event centred on the humanism of life sciences, economic and social policies, technologies and the digitisation of learning, information and communication systems.

The Italian Pavilion will have the slogan "*Art Regenerates Life*" on the theme of the interdependence between man, nature and technology in the design of future societies. The main objective of the Italian Pavilion will be to show how, in the past, today and in the future, we can create a human-centred society capable of generating innovation, sustainability and well-being, overcoming the oppositions between man and machine, between natural and artificial.

Lot A9 was selected to host the Italian Pavilion at EXPO 2025 Osaka. Lot A9 falls under the codification of *Type-A Pavilions* made explicit in the Guidelines of the EXPO 2025 Osaka Organiser (hereinafter the "**EXPO 2025 Osaka Organiser**").

Lot A9 is located in the "*Saving life*" district and has a surface area of 3626 square metres, of which 2538 square metres can be built on, with a maximum height of 17 metres for 50% of the surface area and 12 m for the remaining 50%.

RECITALS

These rules (hereinafter the "**Rules**"), with the Contract Notice (hereinafter the "**Notice**") attached as **Annex 1**, constitute the document launching this tendering procedure to award the contract for the works, services and supplies for the "**Building of the Italy Pavilion at the EXPO 2025 – Dubai Site**".

This tender procedure is organised by Invitalia - Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo d'impresa S.p.A. (hereinafter, "**Invitalia**") as *Centrale di Committenza* (Central Purchasing Body), pursuant to Articles 37, para. 7 (a) and 38, para. 1 of Italian Legislative Decree No. 50 of 18 April 2016 (hereinafter, "**Public Contracts Code**"), on behalf of the Section Commissioner-General for the Italian participation in EXPO 2025 Osaka (hereinafter, "**Commissioner**"), as a foreign contracting station with its permanent establishment elected at the Consulate General of Italy in Osaka, pursuant to the Convention signed on 27 December 2022.

The Sole Manager of the Procedure (hereinafter "**S.M.P.**") is: Mr Giovanni Urso.

In this procedure, the Commissioner acts as the Contracting Authority.

Invitalia reserves the right not to award the contract if no bid is the most economically advantageous or appropriate in relation to the subject of the contract.

At its absolute discretion, Invitalia reserves the right to suspend or revoke the procedure at any time, with notice thereof on its institutional website, without candidates being entitled to any rights in this regard.

The procedure shall be suspended following any anomalies reported on the electronic system.

Invitalia, moreover, reserves the right not to accept the bid of an economic operator participating in this procedure (hereinafter, "**Tenderer**") for the following reasons:

- a) if it is proven that the Tenderer has not carried out the work in a workmanlike manner in the context of other awards;
- b) if the tenderer has recently been awarded other contracts and has exhausted its capacity to carry out further contracts.

The Tenderer may be asked by Invitalia or by the Commissioner to discuss and/or clarify its bid, but this invitation or discussion shall not in any way be understood as an undertaking by the Commissioner or by Invitalia to award the concession to this party.

The Commissioner reserves the right not to enter into the contract for justifiable reasons, even once the award has been made.

The Tenderer shall cover all costs connected to the preparation and submission of its bid, and connected to gathering of all information required for preparation and submission of its bid. Invitalia and the Contracting Authority may not under any circumstances be held liable for such costs, regardless of the outcome of the tendering procedure.

ARTICLE 1 - PUBLICITY

The call for tenders has been published and notices concerning the outcome of the procedure will be published on the

- Commissioner's website: <https://www.italyexpo2025osaka.it/bandi-e-gare> and

- on the website of the Ministry of Foreign Affairs and International Cooperation (hereinafter "**MAECI**"): <https://www.esteri.it/mae/it/servizi/imprese/bandi-e-gare.html>,

- on Invitalia's website; <https://ingate.invitalia.it/>

- as well as on the EXPO 2025 Organiser's e-procurement site "**Online Market Place**", accessible after accreditation: <https://www.expo2025.or.jp/en/association/maintenance/category/contract-information/>

In addition, on a voluntary basis, the Notice has been sent electronically to the Publications Office of the European Union for publication in the European Union's *Official Journal*.

ARTICLE 2

INFORMATION ON THE PROCEDURE, INVITALIA'S REFERENCES, SOLE MANAGER OF THE PROCEDURE, LANGUAGE OF THE PROCEDURE, CURRENCY, ACCESS TO DOCUMENTS

The tendering procedure will be managed via a specific electronic system (hereinafter the "**e-Procurement Platform**"), which is accessible via the portal available at <https://ingate.invitalia.it> (hereinafter the "**Portal**").

To participate in this procedure, interested economic operators need to first register on the Portal, which will then provide access to the e-Procurement Platform. The instructions available in the "**User Guide to the electronic system**" (hereinafter the "**Guide**"), in **Annex 2** to these Rules need to be followed in this respect.

Therefore, participation in this procedure, and submission and drafting of a bid may only be performed via the aforementioned Portal, in accordance with the specifications set out in the aforementioned Guide.

Tender documents can be accessed at the following address: <https://ingate.invitalia.it>.

This procedure is launched by Invitalia, with registered office in Rome (Italy) at Via Calabria no. 46 – 00187.

The e-mail references of the S.M.P. are [realizzazioneinterventi@pec.invitalia.it; expoosaka@invitalia.it].

The official language for the procedure is **Italian**. That being said, the documents annexed to these Rules are also made available in **English** translation.

In compliance with what is set forth in these Rules, requests for information or clarifications regarding the tender process, formulated by the Tenderers, the responses provided by Invitalia, as well as the minutes, measures and any further written communications during the tender process will be in the Italian language.

Any verbal communication between the Tenderer and Invitalia and/or the Contracting Authority may also be in English with simultaneous translation into Italian.

Documents not drawn up in Italian or available only in another language, submitted during the tender, in original or copy, by the Tenderer, must be accompanied by a translation thereof into Italian. Invitalia reserves the right to ask the Tenderer for the translation into Italian to be sworn and for this to be done, at the Tenderer's expense, within a reasonable period of time established by Invitalia itself.

The Tenderer shall ensure that all pages of the bid are complete. Each document for participation in the procedure must be drafted in its entirety in the Italian language, except for certain documents or papers, which make up the bid, which may also be drafted in English. These documents and papers are set out in Tables 4 and 5 below in Article 11 of these Rules. Subject to the foregoing. Documents prepared in languages other than the official language for the procedure will not be considered, if they are not accompanied by their translation into Italian.

Please note that according to the rules of the *Bureau International des Expositions* (hereinafter "**B.I.E.**"), applicants must have sufficient language skills to communicate with the EXPO 2025 Osaka Organiser in the official languages (English, French and Japanese).

Therefore, once this tender procedure has been awarded, the contractor selected from among the Tenderers must provide all the necessary language skills for effective local communication during the various stages of the contract and must arrange, at its own expense, for the translation into Japanese of all documents for submission to the EXPO 2025 Osaka Organiser and the Local Authorities.

The currency for this tendering procedure, as well as the contract itself, including the contract execution, is the **Euro**. If the Bid is presented by a Tenderer that is not of Italian nationality, this party must present the bid exclusively in Euro.

Bids in currencies other than the Euro **will be automatically converted into Euro**, applying the official exchange rate on the day on which the Tenderer uploads its bid on Invitalia's e-Procurement Platform, as recorded according to the procedures established within the European System of Central Banks (ESCB) [<https://www.bancaditalia.it/compiti/operazioni-cambi/cambi/index.html>]

No updating of prices shall be made on the basis of fluctuations or variations in exchange rates between the Euro and other currencies during the period of validity of the tender contract.

Graphic representations shall be made using the decimal metric system.

Any requests to access documents may be sent by following the instructions from the Guide.

ARTICLE 3

PLACE OF PERFORMANCE, RULES APPLICABLE TO THE CONTRACTOR SELECTION PROCEDURE - RULES APPLICABLE TO THE PERFORMANCE OF THE CONTRACT - OVERRIDING CLAUSES - COLLABORATIVE SUPERVISION PROTOCOL WITH THE ITALIAN ANTI-CORRUPTION AUTHORITY - TENDER CONTRIBUTION

This procedure is held on behalf of the Commissioner, a foreign contracting entity with a permanent establishment located at the Consulate General of Italy in Osaka, pursuant to the Decree of the Ministry of Foreign Affairs of November 2, 2017, no. 192 "*Regulation containing general guidelines to regulate the procurement procedures and execution of contracts to be carried out abroad, pursuant to Article 1, paragraph 7, of Legislative Decree April 18, 2016, no. 50*" (hereinafter the "**Regulation**").

Specifically, under the terms of Article 2 of the Regulation, the European Directives will be applied, without prejudice to the Regulation itself, the basic principles in the Italian Public Contracts Code, and more specifically, those under Article 30, paragraphs 1, 2 and 7, as well as the provisions of the Public Contracts Code to which express reference will be made in the tender documents.

In particular, the Italian Code for Public Procurement is based on the principles of affordability, efficiency, appropriate timing and fairness, as well as free competition, non-discrimination, transparency, proportionality and publicity.

The execution of the tendering contract must comply with legislation on the environment, town planning, protection of cultural, landscape, artistic and archaeological assets, with regard to applicable anti-seismic, health and safety regulations in Japan and in particular in the area where the contract itself must be executed, namely in the Kansai region, municipality of Osaka. Current local provisions on basic workers' rights will also apply to the performance of the contract.

The execution of the works must also comply with national and European provisions on environmental protection, health and safety, within the limits of compatibility with local regulations.

This procedure to select the contractor and the execution of the tendering contract are subject to the application of the specific rules adopted by the EXPO 2025 Osaka Organiser, as approved by the B.I.E., the international non-governmental organisation managing universal and international expositions.

Falling within the scope of these rules is the adoption of the *labourer welfare standards* by the contractor and all its assignees, which will be carrying out activities requiring the recruitment and management of workers and/or artisans *in loco* at the EXPO site and, more specifically, at the area assigned for the construction of the Italy Pavilion.

The tender contract (hereinafter the “**Contract**”) shall comply with the “*Plant and Design-Build Contract (Yellow Book)*” template (1999 Edition), prepared by the International Federation of Consulting Engineers, with the general conditions thereof (hereinafter the “**FIDIC General Conditions**”), intended as amended, supplemented and/or replaced by the “*Conditions of Particular Applications*” (hereinafter the “**Particular Conditions**”) found in the summary outline contained in the “*Conditions of Contract*” section of the document **Tender Specifications** (hereinafter the “**TS**”) in **Annex 3** to these Rules.

In the event of discrepancies between the FIDIC General Conditions and the Particular Conditions, the Particular Conditions shall prevail.

In the event of discrepancies between the FIDIC General Conditions and/or the Particular Conditions and these Rules, these Rules shall prevail.

The laws of the Republic of Italy shall govern the Contract.

Any disputes shall be referred to the Arbitration Chamber of Milan.

In relation to the tendering procedure, for the purposes of Economic Operators’ qualifications to participate in this tendering procedure, the provisions contained in these Rules and the relative annexes shall prevail.

In the event of discrepancies between the provisions in Section 2-A “General Instruction to Tenders” and the provisions in Section 2-B “Particular Instruction to Tenders”, the provisions in Section 2-B “Particular Instruction to Tenders” shall prevail. In the event of discrepancies between these Tender Provisions and the provisions in the TS and precisely in Section 2-A “General Instruction to Tenders” and/or in Section 2-B “Particular Instruction to Tenders”, these Tender Provisions shall prevail.

This procedure is subject to high supervision by the National Anti-Corruption Authority (hereinafter, “**ANAC**”), under the terms of Article 213 para. 3(h) of the Public Contracts Code, pursuant to the Collaborative Supervision Protocol, signed on 25 October 2022 by ANAC and the Commissioner. The Vigilance Protocol is attached to the Specification, including the errata corripge, as **Annex 4** (hereinafter the “**Supervision Protocol**”).

On this basis, for the purposes of participation, the Tenderer must acknowledge and accept the Supervision Protocol, with reference to the assumptions for terminating the contract hereunder, which shall be considered as Particular Conditions of the Contract:

- i. the contractor or the subcontractor in the case of subcontracting undertake to promptly notify the judicial authorities of any attempts at extortion that may have been made, in any way, against person(s) belonging to the “supply chain”, the contractor, the corporate bodies or the company’s managers. The aforementioned requirement is fundamental to the execution of the contract, and*

non-compliance shall result in the express and automatic termination of the contract, pursuant to Article 1456 of the Italian Civil Code, at any time that precautionary measures are ordered or there is an indictment for the crime of malfeasance in office referred to under Article 317 of the Italian Criminal Code, in respect of public administration officials that have exercised functions relating to the awarding, drafting and execution of the contract;

ii. the Commissioner or the contractor, in the case of subcontracting, undertake to avail themselves of the express termination clause referred to in Article 1456 of the Italian Civil Code whenever a precautionary measure has been ordered against the contractor or the members of the corporate structure, or the managers of the company with specific functions relating to the award, stipulation and execution of the contract, or if an indictment has been issued for any of the offences referred to in Articles 321 of the Italian Criminal Code in relation to Articles 318, 319, 319-bis, 320, as well as for the crimes referred to in Articles 319-quater, paragraph 2, 322, 322-bis, paragraph 2, 346-bis, paragraph 2, 353 and 353-bis of the Italian Criminal Code.

Under the terms of Article 1, paragraph 67, of Italian Law 266 of 23 December 2005, prior to the deadline for submitting the bid, the Tenderer shall pay a fee to ANAC, in the amount **of € 500.00**, via bank transfer to current account no 4806788, held at Banca Monte dei Paschi di Siena (IBAN: IT 77 0 01030 03200 0000 04806788 - BIC: PASCITMMROM) in the name of "Autorità Nazionale Anticorruzione italiana" (Italian National Anti-Corruption Authority). The reference for the payment must only contain the identification code for tax purposes used in the country of residence or the registered office of the Tenderer making payment (for example, the VAT number), together with the Tender Identification Code (Codice Identificativo della Gara, hereinafter "**CIG**") appearing at the beginning of these Rules, which identifies the tendering procedure that the Tenderer intends to participate in.

The receipt for the payment made must be attached by the Tenderer to the bid, following the procedures specified below.

Invitalia shall check that the fee payment was made prior to the expiry of the deadline for bid submissions, that the correct amount was paid, and that the CIG provided by the economic operator corresponds with the number assigned to this procedure.

ARTICLE 4 - SUBJECT OF THE CONTRACT - PLACE OF WORK

The subject of this contract is the awarding of **design services, works, including ordinary and extraordinary maintenance services up to the end of the exhibition, any demolition and supplies necessary for the construction of the Italian Pavilion at the site of EXPO 2025 - OSAKA**, i.e. the exhibition structure to be organised and set up by Italy at EXPO 2025 Osaka - Kansai that will start on 13 April 2025 and end on 13 October 2025.

The contract includes, by way of example and not limited to:

- i. the development of the Visitor Experience Concept consistent with the document: "Guidelines to Design - 2.0" (hereinafter, "**Design Guidelines – Version 2.0**"), provided by Commissioner;
- ii. the drafting of the initial project, called '*General design*';
- iii. the drafting of the *Final design*;
- iv. carrying out any additional surveys and investigations that may be necessary;

- v. the execution of all works, services, supplies and everything necessary to deliver a completely finished, functional and installed Italy Pavilion, with the technical, qualitative and quantitative specifications set out in the Final Design;
- vi. the hiring, transportation, scaffolding, provisional works and whatever else may be necessary to professionally deliver the complete works, even if not directly specified in the documents produced and/or presented;
- vii. the expenses for debris transportation, clearance and removal, masonry works, off-loading and stacking at the workplace using any means, the use of scaffolding and scaffolds and any other expense to realise the works;
- viii. any supply of materials that may be necessary and any expense, expertise and vehicles to deliver the completed and fully functional Italy Pavilion;
- ix. the services for the running and ordinary maintenance of the Italy Pavilion and all its installations, to keep the expo structure fully functional and usable;
- x. the extraordinary maintenance services for the Italy Pavilion;
- xi. the works, services and supplies for the setting up of the Italian Pavilion.

Invitalia reserves the right to amend the subject of the tender contract and to entrust the successful tenderer with:

Optional Works

- a. further supplementary/improvement activities following financial sponsorship;
- b. as a consequence of the instructions from the EXPO 2025 Osaka Organiser, the demolition or the dismantling and removal of the Italy Pavilion at the end of the EXPO,

and/or Optional Services

- c. following the supplementary sponsorships, and provided that this is necessary, the acceptance activities at the locations where the materials referring to the supplementary sponsorships will be stored, the transportation, customs clearance, insurance, safekeeping and security personnel for materials, the off-loading and delivery of materials at their storage sites or on site, according to the instructions that will be given.

Acting in accordance with the law, Invitalia shall be entitled not to proceed with the awarding of the optional work and/or optional services indicated above, (hereinafter, jointly the **"Optional Services"**) - This power may be exercised by Invitalia without incurring any liability, claims for damages, indemnity or compensation, including pursuant to Articles 1337 and 1338 of the Italian Civil Code and, therefore, without any objection or claim on whatever basis, by the successful Tenderer against Invitalia and/or the Contracting Authority.

The information and/or documentation necessary for any detailed design related to the Optional Services will be delivered to the successful Tenderer at the same time that the Optional Services referred to under points a), b) and c) are assigned.

Pursuant to Article 19 of the *"Convention relating to international exhibitions"* signed in Paris on 22 November 1928 and Article 19 of Italian Law no. 314 of 3 June 1978, concerning the *"Ratification and Execution of the Protocol amending the Convention, signed in Paris on 22 November 1928, relating to*

*International Exhibitions, with annexes, opened for signature in Paris on 30 November 1972", as most recently amended by the Protocol of 31 May 1988, what is exhibited in a National Pavilion must have a close connection with the country that exhibits it (e.g. articles originating in the territory of the participating government, or articles created by nationals of the country). On this basis, with reference to the finishes and installations, the successful Tenderer will be required to execute the services by utilising **as a priority** Italian crafted materials and/or products, which have been assessed as being appropriate by the Construction Supervisor, as an expression of Italian excellence in the sector where these crafted materials or products will be used.*

The contract has not been divided into lots, as the subject matter of the contract cannot be subdivided into functional lots; on the contrary, it constitutes a single functional lot, as it is aimed at the construction of the Italian Pavilion complete with the elements necessary for the issuance of the certificate of qualification for operation by the Organizing Body, which is a necessary prerequisite for the commissioning of the Pavilion.

The place of execution of the works to be awarded is the City of Osaka (Osaka Prefecture, Kansai Region, Japan), and in particular the EXPO site; the Italian Pavilion must be built in Lot 9A designated by the EXPO 2025 Organiser as better identified in the annexes provided by the said EXPO 2025 Organiser, while the place of execution of the design activities is the contractor's premises.

ARTICLE 5 - AMOUNT

All amounts below are to be considered net of VAT.

The maximum estimated value (hereinafter "**MEV**") for this procedure comprises the sum of (represented in Table 1) divided as below:

- the amount of the **services covered by the contract (MAIN WORKS)** (referred to in point A of Table 1);
- the maximum attainable amount of the **OPTIONAL WORKS** (referred to in point B of Table 1) presented below:
 - additional/improvement works may also be carried out following financial sponsorship and consequently following the indications of the EXPO 2025 Organizer, the demolition or dismantling and removal of the aforementioned Italy Pavilion at the end of the EXPO (as referred to in point 5 of table 1);
- the maximum attainable amount of the **OPTIONAL SERVICES** (referred to in point C of table 1) presented below:
 - following supplementary sponsorships, insofar as this is necessary, the activities of taking over at the places of storage of supplementary sponsorships, transport, customs clearance, insurance, custody and guarding of the materials, unloading and delivery of the same to the places of storage or to the place of work, in accordance with the instructions to be given (referred to in point 10 of table 1).

Table 1

MAXIMUM ESTIMATED VALUE OF THE CONTRACT (A)	
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(A) MAIN WORKS		
NO	DESCRIPTION	AMOUNTS (Euro)
1	Design services (<i>General Design and Final Design</i>)	€ 800,000.00
2	Works	€ 15,100,000.00
3	Operation and maintenance services	€ 350,000.00
4	TOTAL STARTING AMOUNT (A) [1+2+3]	€ 16,250,000.00
(B) OPTIONAL WORKS		
NO	DESCRIPTION	AMOUNTS (Euro)
5	Further additional work Dismantling and/or demolition	€ 7,000,000.00
6	TOTAL AMOUNT (B) [5]	€ 7,000,000.00
(C) OPTIONAL SERVICES		
NO	DESCRIPTION	AMOUNTS (Euro)
7	Supplementary Sponsorship Activities	€ 750,000.00
8	TOTAL AMOUNT (C) [10]	€ 750,000.00
9	MAXIMUM ESTIMATED VALUE OF THE CONTRACT [4+6+8]	€ 24,000,000.00

In relation to the **Main Works** referred to under letter **A** of Table 1, for the purposes of submitting their economic bid, the Tenderers, following the instructions in the Guide, must:

- a) indicate the price offered, excluding VAT:
 - with respect to the total amount of the *Main Works*,
 - with respect to the amount provided for in the *Optional Works* limited to the activity of Dismantling and/or demolition (line no. 8 in Table 1);
- b) draw up the *Bills of Quantities* (hereinafter "**BOQs**"), which shall be prepared by the Tenderer in STAGE 2 of this procedure, applying to each single item the unit price offered, whose total sum of the items must correspond to the total amount offered for the *Main Works* and for the dismantling and/or demolition activity (line no. 8 of the *Optional Works*, as per Table 1), excluding VAT and any legal charges.

In relation to the **OPTIONAL WORKS** referred to in letter **B** of table 1, operators shall compile the list of categories and supplies relating to the optional works that may be requested by the Contracting Authority by referring to the price items in the BOQs submitted in their bids, to which the overall percentage discount **R** referred to in article 11 of these Tender Rules shall be applied. In the absence of items analogous to those present in the BOQs, the unit prices shall be agreed with the successful Tenderer in accordance with the provisions in the FIDIC General Conditions. The economic evaluation of these activities shall take place on the unit prices to be agreed with the successful tenderer in accordance with the FIDIC *General Conditions Clause 13 - VARIATIONS AND ADJUSTMENTS* and the relevant *Amendments* presented in the TS.

Any design activities shall be remunerated by the Contracting Authority with a fixed remuneration of 5% on the amount of the *Optional Works* requested, in accordance with the terms and conditions set forth in

the FIDIC *General Conditions Clause 13 - VARIATIONS AND ADJUSTMENTS* and the relevant *Amendments* presented in the TS.

It is specified that this fee is already included in the amount reported on line 5 of the previous table 1.

With regard to the *OPTIONAL SERVICES* as per letter C of Table 1, any assignment of one or more services shall be done after an opportune request by the Contracting Authority. The economic evaluation of these works shall be done on the basis, as a priority, of the unit prices where applicable for the BOQs relating to the works under point (A) of Table 1, as defined above. In the absence of similar items, the unit prices shall be agreed with the successful Tenderer in accordance with the provisions of the FIDIC General Conditions. The economic evaluation of these activities shall take place on the unit prices to be agreed with the successful tenderer in accordance with the FIDIC *General Conditions Clause 13 - VARIATIONS AND ADJUSTMENTS* and the relevant *Amendments* presented in the TS.

NO HIGHER BIDS WILL BE ADMITTED AND THEREFORE, ECONOMIC OPERATORS OFFERING A PRICE THAT IS HIGHER THAN THE STARTING AMOUNT [EUR 16,250,000.00] WILL BE EXCLUDED FROM THE PROCEDURE.

ARTICLE 6 - DEADLINE FOR SERVICE EXECUTION

The final deadline for the construction of the Italian Pavilion is set as no later than **31/12/2024**.

This term may be subject to a variation, exclusively shorter.

The discretion regarding the terms of anticipation of the delivery date is left to the contractor who, if the conditions are met and following approval by the commission, may propose construction solutions that allow for the early delivery of the Pavilion, based on its specific business organization.

In addition to the deadline for the execution of the works, intermediate deadlines are set out in Section 16 (SR11) of the TS, to which reference is made; failure to comply with this will result in the application of the penalty specified in the *Amendments* of the TS to the FIDIC *General Conditions - Clause 8.7*.

Ordinary and extraordinary maintenance services must be provided according to the procedures and in accordance with the deadlines specified in section 5-A (paragraph 8.7) in the TS. The penalties for non-compliance with the deadlines specified for the performance of maintenance activities are set out in the TS *Amendments* to the FIDIC *General Conditions - Clause 8.7*.

ARTICLE 7 - FINANCING ARRANGEMENTS

This tender is financed with resources from the Chapter of the State Budget No. 2318, management plan 7, of the Budget of the Ministry of Foreign Affairs and International Cooperation for the Financial Year 2022 and for the three-year period 2022 - 2024.

ARTICLE 8 - SUBJECTS ELIGIBLE TO PARTICIPATE

Provided they possess the requirements specified in these Rules, all economic operators in the European Union are permitted to participate, and/or those pursuant to Article 25 of Directive 2014/24/EU and/or those with the requirements and authorisations stipulated by local legislation, namely the legislation of Japan, and more specifically, Kansai - Osaka.

In general terms, an economic operator may be a natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of works and/or a work, the supply of products or the provision of services on the market.

This said, the participant in this tendering procedure may be a single economic operator or a temporary association of such economic operators that has already been duly constituted or is to be constituted.

To safeguard competition, it is prohibited for Tenderers to participate in the tender in more than one group of competitors, or to participate in the tender as an individual if they have already participated in the same tender as part of a group of competitors. Tenderers who do not possess all the requirements indicated in the following article 9 (hereinafter, "**Participation Requirements**") are excluded from the procedure.

Further excluded from participation in the tender are Tenderers whom Invitalia has established to have rendered untrue statements regarding having the aforesaid Participation Requirements.

In the event of any case of exclusion, Invitalia shall enforce the Tender Bond (hereinafter, "Tender Bond**") provided by the Tenderer as required in Article 14 below of these Tender Provisions.**

ARTICLE 9 - PARTICIPATION REQUIREMENTS

9.1 Legality requirements

Excluded from this procedure is any Tenderer to whom any one of the reasons for exclusion specified below is applicable, as detailed in SECTION 1 of the "**Participation Application**" form, **Annex 5** to these Rules:

- A. reasons for exclusion related to criminal convictions;
- B. reasons for exclusion related to the payment of taxes or social security contributions;
- C. reasons for exclusion related to insolvency, conflicts of interest or professional misconduct.

A Bidder who incurs situations under local law equivalent to those indicated above and declined in detail in the "**Participation Application**" form, Annex 5 to these Specifications, **is excluded**.

In the event of participation in the tender by a multi-party Tenderer, the legality requirements must be held and proven by all individual economic operators making up the Tenderer.

9.2 Specific tender requirements

Any Tenderer not possessing the requirements detailed in SECTION 2 of Annex 5 to these Tender Provisions is excluded from participation in this procedure.

Recalling what is stated in Article 19 of the "Convention relating to international exhibitions," cited in Article 4 of these Specifications above, and in deference to the recommendations received from the BIE, the Italian Pavilion should be a concrete demonstration of Italian technological innovation and culture, expressing and promoting a positive and distinctive national identity, clearly perceptible even to the foreign public that will visit the Pavilion.

9.2.1 Requirements of professional competence for the design of the pavilion

In application of the national regulations of the place of work and the specific regulations adopted by the EXPO 2025 Organiser, as approved by the B.I.E., the following is required.

Under penalty of exclusion, pursuant to Article 10 of *Special Regulation 4 (Annex 6)*, the *Architect of Record* (hereinafter "**Architect of Record**") is required to design in accordance with local regulations, sign and ensure the filing of the *General Design* and *Final Design* with the competent local authorities and with the organising body in order to acquire their compliance approvals.

The *Architect of Record*, pursuant to Article 2 of *Special Regulation 4*, must hold a *Professional Licence* under the *Act on Architects and Building Engineers of Japan*, and be a member of an architectural firm registered in Japan.

The Tenderer must provide the references and/or documentation necessary to prove the relationship with the Architect of Record.

The Architect of Record may be internal to the Tenderer's organisation, i.e. linked to the Tenderer by a subordinate relationship, or, if they are external to the organisation, they must be linked to the Tenderer by a partnership relationship.

For the purpose of carrying out the design activities covered by this procedure, the figures required within the working group (hereinafter, "**Working Group**") are set out in Table 2 below, with reference to the following specialist services:

Table 2

WORKING GROUP	
1	Architect of Record - Project design manager

1	Design manager for the ARCHITECTURAL category and for pavilion design , represented by a professional figure of an Architect or Engineer, licensed to practice the profession.
1	Design manager for the STRUCTURE category , represented by a professional figure of an Architect or Engineer, licensed to practice the profession.
1	Design manager for the MECHANICAL SYSTEMS category , represented by a professional figure of an Architect or Engineer, licensed to practice the profession.
1	Design manager for the ELECTRICAL SYSTEMS category , represented by a professional figure of an Architect or Engineer, licensed to practice the profession.
1	Expert in MULTIMEDIA TECHNOLOGY , represented by a professional figure of an expert in the design and creation of multimedia or transmedia products.
1	HSE , represented by a professional figure of an Architect or Engineer, licensed to practice the profession that involves the management of "Health, Safety & Environment".
1	Geologist - represented by a professional licensed to practice the profession, responsible for the geological component.
1	BIM Manager represented by an Architect or Engineer in possession of BIM Professional Certification.

It is specified that the professional figures above identify the minimum units required. The economic operator will be entitled to supplement the aforesaid Working Group.

It is possible to indicate the same person as responsible for several services at the same time, just as it is possible to indicate several responsible persons for the same service.

The technical requirements are fulfilled if individuals hold a degree, certificate or other professional title, the recognition of which is guaranteed on the basis of Directive 2005/36/EC.

Proof of the equivalence of the qualification is the responsibility of the participant by producing a document proving it.

9.2.2 Requisites of professional competence for the execution of works

Under **penalty of exclusion**, the Tenderer must be in possession of the professional requisites, licences and/or permits required by local regulations (Japan, Kansai -Osaka) to carry out the work under this procedure at the EXPO Osaka - Kansai 2025 venue, such as, but not limited to, the **Japanese Construction License in accordance with the Construction business act**.

In the event of participation in the tender procedure of a multi-party tenderer, the **professional suitability** requisites **required by the regulations in force** must be possessed and demonstrated by the subjects that are part of the tenderer, each in relation to the type of **activities** that it will have to carry out for the **execution of the contract for which such requisites are required and**, in the case of companies or entities, for the **activities falling within its corporate purpose**.

9.3 Economic and financial and technical and professional capacity requisites

The Tenderers must, **under penalty of exclusion** from the procedure, have achieved a total turnover for the years 2018-2019-2020-2021-2022 of not less than a **total of € 40,000,000.00 (forty million/00 euro)**.

By virtue of the indispensable knowledge of the technical-regulatory context of the place where the work is to be carried out, and in order to ensure speed in the execution of both the works and the local authorization processes and the submission of documentation to the relevant local authorities, for which is required the submission of documents only in local language, it is specified that at least 40% of the required turnover must relate to activities carried out in Japan.

For activities concerning the sector covered by the contract, tenderers must, **under penalty of exclusion** from the procedure, have invoiced in the last 5 years (2018-2019-2020-2021-2022) at least one design and construction activity, not less than **€ 16,000,000.00 (sixteen million/00 euro)**, or, alternatively, one design activity, not less than **€ 800,000.00 (eight hundred thousand/00 euro)** and one construction activity, not less than **€ 15,200,000.00 (fifteen million two hundred thousand/00 euro)**.

Activities in the contract area are to be understood as the design and construction of structures or works in the areas of culture and/or social life, such as, but not limited to, exhibition halls, shopping centres, museums and socio-cultural buildings.

In the case of a multi-party Tenderer, the requisite must be possessed **cumulatively** by all the members of the grouping.

For the purposes of fulfilling the economic and financial and technical and professional capacity requirements, the possibility for the Tenderer to rely on the capacities of other entities pursuant to Article 63 of Directive 2014/24/EU remains unaffected.

The entities on whose capacities the Tenderer intends to rely must not incur any of the grounds for exclusion identified in Article 9.1 of these Tender Rules.

If the Tenderer intends to rely on the capacities of other entities, it must submit at the tender stage a declaration containing the commitment made by such entities to that effect.

The absence of any reasons for disqualification and holding the requisites for participation must be certified by the single-party Tenderer or, in the case of a multi-party Tenderer, by the individual Economic Operators comprising this, based on a self-declaration rendered on the basis of the Participation Application, pursuant to **Annex 5** to the Rules.

By virtue of participation in this procedure, Invitalia is authorised to conduct all the necessary checks with the competent Authorities, on behalf of the Commissioner, including the EXPO 2025 Organiser, with regard to the veracity of the statements made by the Tenderer and more specifically, those relating to holding all the participation requisites.

Additional Statements

The Tenderer shall make the “*Additional Statements*” in **Section 3** of the Participation Application Form, pursuant to **Annex 5** of the Rules.

Invitalia reserves the right, at any time during the procedure, to ask the Tenderer to supplement and/or clarify the content of the statements made, as well as provide proof for these statements by submitting certifications or additional documents or parts thereof, where this may be necessary to ensure the procedure is conducted correctly.

In the case of the failure, incompleteness or any other substantial irregularity in the elements and statements requested, Invitalia shall assign the Tenderer a deadline of no more than ten days, for the necessary statements to be provided, supplemented or made compliant. Should this deadline lapse without compliance, the Tenderer shall be excluded from the tender. Shortcomings in documentation that make it impossible to identify the content or the entity responsible for the documentation itself constitute substantial irregularities that cannot be rectified.

ARTICLE 10 - DEADLINE FOR THE SUBMISSION OF BIDS. BID VALIDITY

Economic operators must submit their bids by and no later than 13.00 on **04/05/2023**.

Tenders must be submitted exclusively via the Portal accessible at <https://ingate.invitalia.it>.

The bid is binding in respect of the tenderer for 180 (one hundred and eighty) days from the specified deadline for the submission of bids. If tender procedure operations are still underway at the date when the validity of the bids expires, Invitalia may request Tenderers to confirm the validity of their bid until the date that will be indicated and to produce an appropriate document certifying that the Tender Bond provided at the time of the tender is still valid up to the aforementioned date. Failure to respond to Invitalia's request will be deemed as confirmation of the Tenderer's participation in the tender.

ARTICLE 11 - CONDUCT OF THE PROCEDURE AND BID SUBMISSION METHOD AGREEMENT. SINGLE-MEMBER JURY AND SELECTION COMMITTEE. ANOMALOUS BIDS.

The procedure will take place in two stages.

- **STAGE 1 (initial bid)**

11.1 - Bid submission method - STAGE 1

In order to participate in STAGE 1 of the procedure, the Tenderer must:

a) fill in the “*Application Form*”, as set out in **Annex 5**, making all the declarations contained therein necessary for participation in this procedure.

b) submit the STAGE 1 Administrative Envelope;

c) **under penalty of exclusion from the procedure**, submit the STAGE 1 Technical Envelope.

Under penalty of exclusion from the procedure, the Tenderer must exclusively use Invitalia's e-Procurement Platform through the actions described in the relevant Guide in **Annex 2** to these Rules.

The Guide contains an indication of the documents that make up this Initial Bid, relating to STAGE 1, which for the sake of clarity are listed below and which must be uploaded to the Platform following the instructions in the Guide.

11.1.1 STAGE 1 Administrative Envelope

i. Participation application

The application must be:

- compiled in Italian or English;
- signed by the legal representative of the Tenderer.

The application does not have to be completed by the Architect of Record and the Italian Professional.

In the case of participation in the form of a multi-party group, the application must be submitted by all the entities making up the group.

ii. Tender Bond

The Tenderer must produce a provisional guarantee (tender security) or a provisional security (tender bond/bid bond) (hereinafter, for convenience, the "**Tender Bond**"), according to the terms and conditions set out in Article 14 of these Rules.

iii. Partnership contract with the Architect of Record

The competitor must enclose the partnership contract with the Architect of Record.

Pursuant to Article 2 of Special Regulation 4, the Architect of Record must hold a Professional Licence under the Act on Architects and Building Engineers of Japan, and be a member of an architectural firm registered in Japan.

The partnership shall provide for all the activities to be carried out by the Architect of Record, as indicated in the Guide Lines and Special Regulations of the EXPO 2025 Osaka Organiser, as well as in the tender documents, which are necessary for the proper performance of all design activities and for obtaining all the necessary opinions for the issuing of the Building Permit.

The partnership contract must be signed by the Tenderer and the Architect of Record.

If the Architect of Record has a subordinate relationship with the Tenderer, thus appearing in the latter's company organisation chart, this must be declared in the

appropriate section of the application form and no partnership contract needs to be produced.

Table summarising the documentation to be submitted in the Administrative Envelope

Table 3

NO	DOCUMENT	SUBMISSION METHOD	ATTACH
1	Participation application	signed by the legal representative of the tenderer	YES
2	<i>Tender Bond</i>	signed by the legal representative of the tenderer and the insurance company	YES
3	Partnership contract Architect of Record	signed by the legal representative of the tenderer and the professional	if necessary
4	ANAC contribution	Receipt of payment transfer	attach

ONCE THE DOCUMENTS HAVE BEEN UPLOADED, PLEASE REOPEN THE FILES UPLOADED TO CHECK THAT THEY OPEN CORRECTLY. IF THE FILES UPLOADED CANNOT BE OPENED OR READ, THE RESPONSIBILITY FALLS SOLELY WITH THE TENDERER.

NO REFERENCES TO THE TECHNICAL BID MUST BE INCLUDED IN THE ADMINISTRATIVE ENVELOPE.

11.1.2 STAGE 1 Technical Envelope

Under penalty of exclusion, the Technical Envelope must contain the STAGE 1 technical bid, formulated by the Tenderer on the basis of the tender documents of the “*Design Guidelines*” and their technical annexes.

The STAGE 1 technical bid must be composed of the following documents necessary to express the concept (the project idea) that the Tenderer wishes to propose for the Italian Pavilion. The concept must be consistent with the ‘*Design Guidelines*’ and comply with the architectural standards set out therein, as well as with the Expo 2025 Osaka Organiser’s standards and national and local (Japan, Kansai, Osaka Municipality) technical regulations. The documents that make up the concept are:

- i. illustrative report describing the development of the theme of the Italian Pavilion, the content of the exhibition and the way in which this will be represented and enjoyed by the spectators;
- ii. plans, elevations and sections needed to further identify the design idea;
- iii. graphics with 3D views/rendering (min an outside view from the main avenue and one of the main exhibition space);
- iv. pedestrian flow scheme;
- v. overview of the proportions of processing types.

The STAGE 1 technical bid may not include any variants increasing the amount foreseen for construction of the pavilion in table 1 of Article 5 equal to € 15,100,000.00.

The STAGE 1 technical bid must also comply with the following requirements.

The technical solutions proposed by the tenderer may not entail:

- changes to the areas to be occupied, with the exception of temporary occupations, which, however, shall be under the sole responsibility and liability of the contractor;
- inadequate security levels;
- violation of current regulations.

STAGE 1 technical bids which, in relation to one or more of the evaluation elements, express or represent alternative solutions, different options, conditional proposals or other ambiguous or unambiguous conditions that prevent an unambiguous evaluation are also not permitted.

The STAGE 1 technical bid, moreover, may not contain any elements proposed under the condition of a price change, nor may it entail any additional charge, indemnity, reimbursement, adjustment or other expense, to be borne by the Contracting Authority.

The occurrence of any of the above conditions results in the ineligibility of the STAGE 1 technical bid and the exclusion of the tenderer involved.

The following characteristics must be observed when drawing up the technical documentation:

Table 4

CHAPTER	PAGES (MAX)	EDITORIAL LIMITS	LANGUAGE
illustrative report	30	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt	Italian or English
plans, elevations and sections	3	Format: A3	Italian or English
graphic designs with 3D views/rendering	3	Format: A3	Italian or English
pedestrian flow scheme	1	Format: A3	Italian or English
overview of the proportions of processing types	1	Fill in the attached format (Annex 8)	Italian or English

The CIG, the title of the project, and the name of the operator must be indicated on the technical documents.

All technical documents must be signed by the legal representative of the Tenderer and the Architect of Record.

If the documents produced are signed by an authorised representative of the economic operator, instead of the legal representative, the latter must provide appropriate documentation (power of attorney, resolution of the corporate body, etc.) proving the power of signature.

Please note that the content of the pages after the maximum limit indicated above for the entire report will not be taken into consideration by the Committee for the evaluation of the technical bid.

By participating in this procedure, the Tenderer authorises the Contracting Authority to use the conceptual and innovative elements contained in the bids submitted in STAGE 1, or parts thereof, for the purposes of this procedure.

11.2 - STAGE 1 performance

Tenderers must submit by the deadline indicated in Article 10 of these Rules and set out in the Call for Tenders, the participation application and the STAGE 1 technical bid.

The S.M.P. of the procedure, in his or her capacity as a single-member jury, will analyse the participation applications, and subsequently the Selection Committee, which will be specifically appointed according to the procedures set forth in paragraph 11 of these Rules, will evaluate the technical bids received during STAGE 1, according to the criteria indicated in Article 13 below, drawing up a merit ranking list.

The first five Tenderers in the ranking list will be admitted to the second phase, i.e. STAGE 2. In case of a tie, all bids with the same unique score and a useful position in the ranking list are admitted to the next stage.

In case of a number of Tenderers in the ranking list lower than five, including a single competitor, all bids are admitted to the next phase.

- **STAGE 2 (negotiation and final bid)**

11.3 -Performance of STAGE 2

Once the activities of the Selection Committee have been completed with regard to STAGE 1, the S.M.P. will forward the minutes of the Committee's operations to the Contracting Authority, together with the bids received in STAGE 1.

The Contracting Authority, in order to be able to assess and acquire conceptual and innovative solutions from the technical bids of STAGE 1 (and of the concepts contained therein), or to proceed with an integration of several such conceptual and innovative solutions which are in any case deemed suitable for the best design development of the work, may hold, with the legal representatives or proxies of the Tenderers admitted to STAGE 2, meetings which will always be the subject of video recording by the staff of the said Commissioner.

The purpose of these meetings will be to allow the Contracting Authority to discuss with the individual Tenderers in order to acquire any information that may be necessary for the Contracting Authority to issue an updated version of the "Design Guidelines", as integrated with the conceptual and innovative solutions as identified above.

Since this is a procedure aimed at identifying the tools to meet the Contracting Authority's needs, the evaluation of the conceptual and innovative solutions proposed by the Tenderers in their STAGE 1 technical bids will be handled by the latter in strict compliance with the strictest confidentiality measures.

Participation in this procedure is tantamount to the Tenderer granting the Contracting Authority authorisation to use the conceptual and innovative elements contained in the STAGE 1 technical bid submitted by the Tenderer, or parts thereof, for the purposes of this procedure.

At the end of the aforesaid activities, the Contracting Authority will forward its determination to the S.M.P., enclosing with it the updated version of the "*Design Guidelines – Version 2.0*", integrated with the conceptual and innovative solutions as identified above.

The S.M.P., through the Platform, shall proceed to invite all the Tenderers admitted to STAGE 2 to submit their bids, and in particular the technical bid, which will consist of the development of the concept elaborated in STAGE 1 according to the updated version of the "*Design Guidelines - version 2.0*", which will be attached to the letter of invitation.

Only the invited tenderers may participate in the STAGE 2 procedure, and they will be required to confirm the data entered in the relevant participation application.

During STAGE 2, the technical and economic bid of each tenderer admitted to the said STAGE 2 must be submitted within the deadline that will be indicated in the letter of invitation, and these bids must have the contents and be formulated in compliance with the indications that will be provided in paragraph 11.4 below.

When the deadline passes for the submission of technical and economic bids for STAGE 2, they will be definitively acquired by the e-Procurement Platform and can no longer be modified or replaced.

The technical and economic bids will be evaluated by the same Selection Committee appointed for STAGE 1 applying the criteria indicated in Article 13.1 below.

At the end of the Selection Committee's operations, the ranking list will be drawn up and the S.M.P., having acquired the Committee's minutes, will propose to Invitalia the awarding of the contract to the highest-ranked bidder.

Once Invitalia has verified the fulfilment of the requirements by the successful bidder, and after the standstill period referred to in Article 32, para. 9 of the Public Contracts Code, the conclusion of the contract between the Commissioner and the successful Tenderer will take place in the manner and form indicated in Article 3 above.

Notwithstanding the above, the Commissioner, as Contracting Authority, may in any case proceed with the early execution of the contract pending verification of the fulfilment of the requirements declared by the Tenderer in the tender.

The tender contract is subject to the obligations relating to the traceability of financial flows established by Italian Law no. 136 of 13 August 2010.

11.4 - Procedure for submitting STAGE 2 tenders

Invited Tenderers shall submit their bid for STAGE 2 consisting of a technical bid and an economic bid.

The submission of the technical bid and the economic bid must be made by the Tenderer admitted to STAGE 2 using exclusively **on penalty of exclusion from the procedure** the Invitalia e-Procurement Platform through the actions described in the relevant Guide under **Annex 2** to these Rules, The Guide also contains an indication of the documents that make up the technical bid and the economic bid for STAGE 2, which for the sake of clarity are set out below:

11.4.1 STAGE 2 Technical Envelope

Under penalty of exclusion, the STAGE 2 Technical Envelope must contain the STAGE 2 technical bid formulated on the basis of the tender documents, the updated "*Design Guidelines - Version 2.0*" and the relevant technical annexes.

The STAGE 2 technical bid must be made up of the following documents through which the Tenderer shall develop the concept, presented and evaluated in STAGE 1, consistent with the "*Design Guidelines - version 2.0*" attached to the letter of invitation:

- i. report on the correspondence of the project proposal with the proposed evaluation elements;
- ii. operational programme on design, construction, possible demolition and other relevant work;
- iii. technical-illustrative report including, among other things, preliminary technical aspects on systems and structures;
- iv. plans, elevations and sections at a scale of 1:200;
- v. graphical drawings containing technical details and construction details of the most complex elements;
- vi. graphics with 3D views/rendering;
- vii. technical specifications;
- viii. materials procurement strategy report.

The STAGE 2 technical bid may not include any variants increasing the amount foreseen for the construction of the pavilion in table 1 of Article 5 of € 15,100,000.00.

The STAGE 2 technical bid must also comply with the following requirements.

The technical-improvement solutions proposed by the Tenderer may not entail:

- changes to the areas to be occupied, with the exception of temporary occupations, which, however, shall be under the sole responsibility and liability of the contractor;
- inadequate security levels;
- violation of current regulations.

STAGE 2 technical bids which, in connection with one or more of the evaluation elements, express

or represent alternative solutions, different options, conditional proposals or other equivocal or ambiguous conditions that prevent an unambiguous evaluation are also not permitted;

No STAGE 2 technical bid, moreover, may contain any elements proposed under the condition of a price change, nor may it entail any additional charge, indemnity, reimbursement, adjustment or other expense, to be borne by the Contracting Authority.

The occurrence of any of the above conditions results in the ineligibility of the technical bid and the exclusion of the relevant tenderer.

The following characteristics must be observed when drawing up the technical documentation:

Table 5

CHAPTER	PAGES (MAX)	EDITORIAL LIMITS
report on the correspondence of the project proposal with the proposed evaluation elements	10	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt In Italian or English
operational programme on design, construction, possible demolition and other relevant work	10	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt In Italian or English
technical-illustrative report including, among other things, preliminary technical aspects on systems and structures	10	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt In Italian or English
plans, elevations and sections at a scale of 1:200	5	Format: A3 In Italian or English
graphical drawings containing technical details and construction details of the most complex elements	3	Fill in the attached format (Annex 8) In Italian or English
graphic designs with 3D views/rendering	3	Format: A3
technical specifications	10	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt In Italian or English
materials procurement strategy report	5	Format: A4 Line spacing 1.5 Font: Arial Font size: 11 pt In Italian or English

The CIG, the title of the project, and the name of the operator must be indicated on the technical documents.

All technical documents must be signed by the legal representative of the Tenderer and the Architect of Record.

Please note that the content of the pages after the aforesaid maximum limit for the entire report will not be taken into consideration by the Selection Committee for the evaluation of the

technical bid.

By participating in this procedure, the Tenderer authorises the Contracting Authority to use the conceptual and innovative elements contained in the bids submitted in STAGE 1, or parts thereof, for the purposes of this procedure.

11.4.2 STAGE 2 Economic Envelope

Under penalty of exclusion, the STAGE 2 Economic Envelope must contain the STAGE 2 economic bid. To this end, following the instructions on this point in the Guide:

- 1) **indicate the SINGLE PERCENTAGE DISCOUNT OFFERED (hereinafter referred to as “D”)** on the total amount of the Main Works and on the amount envisaged in the Optional Works limited to the Dismantling and/or Demolition activities (as set forth in Table 1), net of VAT and/or other taxes and statutory contributions;

The score provided for in point E of Table 8 will be assigned to the discount offered;

Please note that the percentage discount must be indicated on the screen in **figures** using up to 5 decimal places and must be expressed in absolute value using **the comma and NOT the point as decimal place separator**:

- 2) attach the **BOQs**, to be drawn up by the Tenderer in STAGE 2 of this procedure, in which the unit price offered must be applied to each individual item; the total sum of the items must correspond to the total amount offered for the Main Works and for the Dismantling and/or Demolition activity (line no. 8 of the Optional Works, as per Article 5 - Table 1).
- 3) provide the **“DECLARATIONS ACCOMPANYING THE BID”**, i.e. declare:
 - I. to acknowledge and accept all special and general circumstances that may affect execution of the contract and to have taken into account such circumstances in determination of the office price, which is deemed to represent fair compensation;
 - II. that its bid may not be withdrawn and remains unchangeable for 180 (one hundred and eighty) days from the deadline for the submission of bids;
 - III. that its bid is in no way binding on the Contracting Authority;
 - IV. that, in relation to the OPTIONAL WORKS referred to in letter B of table 1 of Article 5 of these Rules, it will apply the discount D to the price items of the BOQs enclosed in the STAGE 2 economic envelope in this procedure;
 - V. that, in the case of new price items, not provided for in the BOQs enclosed with the STAGE 2 economic envelope in the present procedure, it will provide for the formation of new prices in accordance with the FIDIC General Conditions Clause 13 - VARIATIONS AND ADJUSTMENTS and the relevant Amendments set out in the TS, to which the percentage discount D proposed in the tender will subsequently be applied;
 - VI. that, in relation to the OPTIONAL WORKS referred to in letter B of table 1 of article 5 of these Tender Rules, if design work is to be carried out on any additional works requested, it is accepted that the remuneration for design work will be calculated at a rate of 5% on the amount of the Optional Works requested, to which the percentage discount D proposed in the tender is applied;

- VII. that, in relation to the OPTIONAL SERVICES referred to in letter C of Table 1 of Article 5, following any request by the Contracting Authority for one or more services, it will provide for the formation of new prices in accordance with the FIDIC General Conditions Clause 13 - VARIATIONS AND ADJUSTMENTS and the relevant Amendments set forth in the TS, and that subsequently the percentage discount D proposed in the Tender shall be applied;
- VIII. that the unit prices offered have no negotiating effect and the total amount of the bid, even if determined by applying said unit prices to the quantities, is fixed and invariable, it remaining the sole obligation of the Tenderer, who assumes all risks, to check and verify in advance the completeness and congruity of the items and quantities that it will indicate in its BOQs.

All documents to be enclosed must be signed by the legal representative of the Tenderer. BOQs must also be signed by the Architect of Record.

Please note that no new prices will be admitted under penalty of exclusion.

ONCE DOCUMENTS HAVE BEEN UPLOADED, PLEASE REOPEN THE FILES UPLOADED TO CHECK THAT THEY OPEN CORRECTLY. IN THE EVENT OF UPLOADING OF FILES THAT CANNOT BE OPENED OR READ, THE RESPONSIBILITY FALLS SOLELY WITH THE ECONOMIC OPERATOR.

- **Single-member jury and Selection Committee**

During the course of the tender, Invitalia's S.M.P. operates as a **single-member jury**, always using the e-Procurement Platform. In particular, the S.M.P. will proceed in both STAGE 1 and STAGE 2:

- i. in public session, to verify receipt of the Envelopes received within the deadline;
- ii. in public session, to open the STAGE 1 Administrative Envelope (i.e., application for participation and accompanying documents) (STAGE 1);
- iii. in a reserved session, to verify the declarations and documents contained in the STAGE 1 Administrative Envelope (STAGE 1) and to verify the confirmation of the declarations by the Tenderers admitted to STAGE 2 (STAGE 2).

Subsequently, upon the outcome of the verification of the administrative documentation carried out by the single-member jury, in both STAGE 1 and STAGE 2, the assessment of the bids will be referred to a **Selection Committee** specifically appointed by Invitalia. Tenders are evaluated from a technical point of view for STAGE 1 and from a technical and economic point of view for STAGE 2.

The Selection Committee shall be identified by Invitalia pursuant to the “Organisational procedure for tenders and public works contracts” and the company policy “Regulation for the appointment of Selection Committees”.

The Committee shall comprise 5 members, with one of these acting as Chair.

The members of the Committee shall have the technical qualifications and competencies for evaluation of the bids presented in relation to the subject of the contract.

Invitalia will publish the composition of the Selection Committee and the curricula of its members in the section “*Transparent Administration*” on the client’s profile.

In detail, the work of the Selection Committee will take place:

- i. (STAGE 1 and STAGE 2) in public session, to open the STAGE 1 Technical Envelope and the STAGE 2 Technical Envelope in order to verify the presence of the documents produced;
- ii. (STAGE 1 and STAGE 2) in a confidential session, to assess the STAGE 1 technical bids and the STAGE 2 technical bids and award the related scores;
- iii. (STAGE 1 and STAGE 2) in public session, to read the scores awarded to the STAGE 1 technical bids and the STAGE 2 technical bids;
- iv. (STAGE 2) in public session, to open the STAGE 2 Economic Envelope, to assess the STAGE 2 economic bid and to assign the relevant scores, as well as identifying the STAGE 2 economic bids that exceed the anomaly threshold and subsequent requirements.

Once this is done, the Committee will close the tendering procedure and send the S.M.P. all the documentation for the purposes of the subsequent formalities.

With reference to STAGE 2, if there are bids with identical total scores, then lots shall be drawn to determine the tender to be accepted.

The duration of the Committee’s work and the number of public and private sessions will be adequate in relation to the number of bids submitted, without prejudice that the commissioners may work remotely, utilising the e-Procurement Platform, which safeguards the confidentiality of all communications.

- **Possible anomalous sub-procedure in STAGE 2**

Invitalia will verify whether the STAGE 2 technical and economic bids are congruous on the basis of the provisions of Article 97 of the Italian Public Contracts Code.

The congruity of the bids will be assessed in respect of bids that have both the points relating to the price, and the sum of points relating to the other evaluation aspects, both of which should be equal to or more than four fifths (4/5) of the corresponding maximum points.

Calculations to determine the anomaly threshold will be done up until the third decimal digit, without rounding off.

The congruity check shall be carried out by the S.M.P., assisted by the Selection Committee.

With the support of the Committee, the S.M.P. will examine the explanations provided by the Tenderer in a private session and, where these are not deemed sufficient to exclude the anomaly, the S.M.P. may ask for additional clarification, including by way of an oral hearing, and will assign a deadline for the response.

The S.M.P. shall exclude, pursuant to Article 59, para. 3(c) and 97, paragraphs 5 and 6 of the Italian Public Contracts Code, bids that are unreliable as a whole, based on a review of the elements provided with the explanations, and shall continue under the terms of this article.

Once the aforementioned procedures have been completed, the classification of the tenders admitted will be available on the Platform, ranked in descending order and this will then provide the relevant provisional classification.

If there were any congruity verifications done on anomalous bids, the S.M.P. will formulate a proposal for the awarding at the end of the relevant sub-procedure.

Bids will in any case be declared unacceptable and inadmissible and consequently excluded from this tendering procedure, when:

- a) they do not comply with the tender documents;
- b) they are received later than the deadline specified in the tender or notice launching the tender;
- c) Invitalia has assessed them as being abnormally low;
- d) they do not have the necessary qualifications;
- e) the price exceeds the amount specified by Invitalia as the starting amount;
- f) bids are subject to conditions;
- g) bids replace, amend and/or supplement the Contract Conditions, as per the amendments made to the FIDIC General Conditions by the Particular Conditions;
- h) bids are incomplete and/or partial.

Any intervening change, including those resulting from a court judgement, subsequent to the admission, regularising or exclusion stage in the bids, does not apply for the purposes of calculating the averages in the procedure, nor to identify the bids' anomaly threshold.

ARTICLE 12 - SUBMISSION OF THE BID

The Bids must be submitted, **on penalty of exclusion from the procedure**, via the Invitalia e-Procurement Platform, on the basis of the guidelines in the relevant Guide under **Annex 2** to these Rules.

Tenderers are always responsible for the timely and complete sending of all documentation required within the final deadline indicated in the Notice, taking into account that the e-Procurement Platform does not accept (nor can it accept) bids submitted after the date and time established as the final deadline for submission of bids.

Submission of the bid via the e-Procurement Platform is at the complete and sole risk of the Tenderer, along with failed or late receipt of the bid by Invitalia, due (solely as an example) to faults of digital equipment used, connection and data-transmission difficulties, slow connection speeds or any other reason, releasing Invitalia from all responsibility in the event that the bid is not received by the specified final deadline due to any delay or technical issues or issues of any other nature or for any other reason.

Economic operators are therefore invited to launch these activities with ample time prior to final deadline in order to avoid incomplete and consequent failed transmission of the bid after this deadline.

Please take the utmost care when uploading annexes within the relative sections as specified in the Guide and in particular, to avoid indicating or providing data regarding the economic bid in sections other than the dedicated sections, WITH FAILURE TO COMPLY RESULTING IN EXCLUSION FROM THE PROCEDURE.

ARTICLE 13 - EVALUATION OF BIDS

Bids submitted in STAGE 1 and in STAGE 2 will be assessed on the basis of the criterion of the most economically advantageous bid, identified according to the best quality/price ratio, based on objective criteria, such as the qualitative, environmental and social aspects relating to the assignment.

13.1 Evaluation Criteria for Technical Bids (STAGE 1)

In STAGE 1, the STAGE 1 technical bids are only evaluated from a technical point of view and the maximum total score that can be awarded to them is 100 points.

The table below sets out all the motivation criteria, with the corresponding scores, that will be used by the Committee to evaluate the Initial Bids:

Table 6

CRITERION		WEIGHTING OR POINTS (Wi)
CRITERION A - CONCEPTUAL COMPONENT		
a.1	Clarity and originality of the architectural project	20
a.2	Development of the concept and visitor experience	20
a.3	Consistency of the concept with the overall objectives of "EXPO OSAKA - KANSAI 2025"	15
CRITERION B - DESIGN COMPONENT		
b.1	Structural/architectural/plant feasibility	20
b.2	Functionality of the Pavilion	15
CRITERION C - SUSTAINABILITY COMPONENT		
c.1	Environmental, economic and social sustainability	10
TOTAL		100

Table 7

ID.	MOTIVATIONAL CRITERIA STAGE 1 TECHNICAL BID		Scores (Max)
A	CONCEPTUAL COMPONENT		
	a.1	Clarity and originality of the architectural project The Pavilion must be visually appealing and well-designed, incorporating materials with an attractive appearance and having a unique and surprising shape and layout. The design, through innovative forms, structures, construction techniques, and materials, must demonstrate Italian technical and cultural capabilities. The perception of Italian identity must be guaranteed even from the surrounding public areas and from different panoramic viewpoints, such as the main elevated path that overlooks and surrounds the entire Expo area. The Pavilion must comply with the guidelines of the organizer and meet the functional requirements cited in the document "Guidelines for Design".	20
	a.2	Development of the concept and visitor experience The concept design must express with originality and clarity the theme "Art regenerates Life" of the Italy Pavilion. The exhibition path must allow experimentation and exploration of innovative ideas, technologies, and approaches to guarantee a unique experience for visitors, encouraging them to interact with the surrounding space and try new experiences. The project must reflect the identity and culture of Italy, incorporating installations, symbolic materials, colours, and spaces that reflect the traditions and values of the country.	20
	a.3	Coherence of the project proposal with the overall objectives of 'EXPO OSAKA - KANSAI 2025' The design idea that correctly integrates the EXPO main theme "Designing future society for our lives" will be considered the best.	15
B	DESIGN COMPONENT		
	b.1	Structural/architectural/plant feasibility The design idea that proposes the use of suitable design and construction techniques and materials to optimise the Pavilion's construction time will be considered the best. Furthermore, in consideration of the particular hydro-geological characteristics of the Expo site, the best design proposals will be those that envisage the use of the most advanced technologies to reduce the overall weight of the Pavilion, taking into account the site and pedestrian flows during the exhibition and any other factor that may affect the load-bearing capacity of the ground. The design idea characterised by clarity of presentation will be considered the best.	20
	b.2	Functionality of the Pavilion Preference will be given to the project idea that achieves the highest indices in terms of: <ul style="list-style-type: none"> - functionality of the facility for the use of spaces by users; - versatility of space for use in different types of artistic production or other uses; - organisation and functional optimisation of routes; 	15
C	SUSTAINABILITY COMPONENT		
	c.1	Environmental, economic and social sustainability The project idea will be assessed as best if it is inspired by the principles of environmental, economic and social sustainability, both in the construction phase and in the management and demolition phase, and if it achieves <ul style="list-style-type: none"> - energy saving; 	10

		- easy cleaning and maintainability of installations and surfaces; - durability and resistance of the structure and systems to high-intensity use or, alternatively, the degree to which components can be easily replaced on a scheduled basis;	
GRAND TOTAL			100 POINTS

13.2 Evaluation Criteria for Technical Bids (STAGE 2)

For STAGE 2, STAGE 2 bids are evaluated from both the technical and the economic point of view for a maximum total score that can be awarded to them of 100 points distributed as in table 8.

The tables below set out all the motivation criteria, with the corresponding scores, that will be used by the Committee for the evaluation of the STAGE 2 technical bids and STAGE 2 economic bids:

Table 8

CRITERION		WEIGHTING OR POINTS (Wi)
CRITERION A - SPACE DESIGN AND ACCESSIBILITY		
a.1	Adaptation and consistency of the project proposal to the Design Guidelines - version 2.0	9
a.2	Space design and accessibility	9
CRITERION B - CONSTRUCTION TYPES AND TECHNOLOGICAL INNOVATION		
b.1	Scalability and flexibility	9
b.2	Construction, deconstruction and reuse techniques	9
b.3	Use of new technologies	9
b.4	Digital Pavilion Architecture	8
CRITERION C - ECONOMIC AND ENVIRONMENTAL SUSTAINABILITY		
c.1	Use of sustainable materials and technologies	9
c.2	Economic sustainability	8
CRITERION D - BUSINESS STRUCTURE AND ORGANISATION OF ACTIVITIES		
d.1	Operating modes and commissioning	9
d.2	Maintenance and management	8
d.3	Equal opportunities for gender and generation	3
CRITERION E - ECONOMIC BID		
e	Sole percentage reduction	10
TOTAL		100

Table 9

ID.	MOTIVATIONAL CRITERIA STAGE 2 TECHNICAL BID		Scores (Max)
A	CRITERION A - SPACE DESIGN AND ACCESSIBILITY		
	a.1	Adaptation and consistency of the project proposal to the Design Guidelines - version 2.0 The best design proposals will be considered those that meet the requirements expressed in the Design Guidelines - version 2.0, fully capturing their conceptual and technical spirit.	9
	a.2	Design of spaces The project proposal must achieve the highest indices in terms of: <ul style="list-style-type: none"> - functionality of the structure and/or its spaces; - finished architectural, infrastructural and plant engineering solutions (fully fitted-out) that still allow for maximum flexibility in the use and layout of the primary and secondary spaces of the Visitor Experience; - organisation and optimisation of routes and flows; - identification of solutions to overcome architectural barriers. Preference will be given to the project proposal that enhances the accessibility of the facility with regard to the following aspects: <ul style="list-style-type: none"> - inclusiveness, in which the visitor's experience will be part of a journey open to participation and interaction; - the visit experience, also in relation to its educational-training aspect, through the integration of the virtual experience with systems and strategies used to generate an expanded and multi-layered narrative that combines the pre-visit moment (the expectation) with that of the visit itself (the experience) and that of the post-visit (the memory); - immediate recognisability of accesses to the pavilion with evidence of the measures taken to ensure the segregation of flows between the exhibition areas and the catering and commercial service areas; - identification of solutions, including alternatives, to overcome architectural barriers. 	9
	CRITERION B - CONSTRUCTION TYPES AND TECHNOLOGICAL INNOVATION		
B	b.1	Scalability and flexibility Project proposals will be considered worthy of better evaluation if they: <ul style="list-style-type: none"> - envisage an architectural, modular and technological system capable of increasing in scale (within the limits set by the Plot assigned to Italy), without prejudice to the identity of the proposed project, depending on any greater economic availability deriving from the completion of the sponsorship procedures; - demonstrate sufficient technological and spatial flexibility to allow the integration of possible building and technological contributions from completion of the sponsorship process. 	9
	b.2	Construction, deconstruction and reuse techniques The best design proposal will be considered the one that envisages the use of such construction systems as to guarantee full compliance with the envisaged execution times (as indicated in the "Design Guidelines", in the technical annexes to the Rules and in the guidelines and special regulations of the EXPO 2025 Organiser) through a punctual and appropriate division of the operating phases. Preference will be given to the design proposal with the greatest degree of detail that attests, by means of an analysis of the various construction systems and the related timescales for the supply of materials to the building site, installation and completion,	9

		<p>compliance with the envisaged time schedules including administrative formalities (authorisations, permits, etc.) with a timetable for the execution of the work.</p> <p>In addition, the following aspects will be considered meritorious:</p> <ul style="list-style-type: none"> - the use of materials and technological systems that guarantee easy assembly/disassembly solutions, long-distance transport also with a view to a possible subsequent reuse of the architectural artefact at another site; - concrete planning that ensures, even in the case of non-provision of reuse, the optimisation of the entire life cycle (LCA) of the intervention. 	
	b.3	<p>Use of new technologies</p> <p>Preference will be given to the project idea that will be conceived to create an extraordinary experiential space of innovation. This means that it:</p> <ul style="list-style-type: none"> - will be an expression of the most advanced forms of technology in terms of design, construction techniques and use, considering technology not as an end, but as a means through which to represent the story of Italian knowledge and know-how in an innovative and novel way; - will guarantee remote accessibility to the pavilion, creating a Pavilion that can easily dialogue with its virtual counterpart; all technologies that allow a live exchange of content with a digital platform connected to physical spaces in Italy must therefore be in place; - will guarantee, in view of the use of the exhibition mainly at night, through the use of the most modern technologies, a controlled, evocative and effective lighting design on the structure, avoiding the risk of light pollution of the surrounding area. 	9
	b.4	<p>Digital pavilion architecture</p> <p>Preference will be given to the design idea that executes a design characterised by a strong, pervasive and implementable integration of elements of architectural vision with those of digital architecture, especially through the use of video mapping, both for interior and exterior architectural spaces and for exhibition areas. That is, through a "digital architecture":</p> <ul style="list-style-type: none"> - it will highlight the strategies adopted to enhance the sensory and emotional experience of users, while also ensuring the general order and balance necessary to transfer and metabolise the Italian identity to users; - it will appropriately integrate, through light and sound, the architectural design, the layout and the digital components in order to generate a holistic model capable of guaranteeing a spatial, interior-exterior integration with Italian culture, an integrated design for the synergy between interior and exterior spaces that generates phenomena of reflection, absorption and refraction, through interaction with the materiality of diaphragms and surfaces, and establishes a dialogue with the visitor, with the main objective of inducing suggestions and atmospheres linked to the Concept. Lights and sounds must be essential material components of the project: physical agents capable of shaping, reconfiguring or dissolving space, transcending the limits of mere representation. 	8
C	CRITERION C - ECONOMIC AND ENVIRONMENTAL SUSTAINABILITY		
	c.1	<p>Use of sustainable materials and technologies</p> <p>The design should incorporate sustainable solutions, valid in construction management and demolition, and take into consideration the impact on the environment and human relations, while promoting life cycle resource efficiency and user comfort.</p> <p>A positive assessment will be made of the project development that demonstrates appropriately, also and above all through innovative ideas and technologies:</p> <ul style="list-style-type: none"> - the containment of energy and water consumption and CO2 emissions; - the containment of noise and light pollution; 	9

		<ul style="list-style-type: none"> - state-of-the-art waste disposal systems; - water saving, collection and recycling systems; - the use of renewable energy sources. 	
	c.2	<p>Economic sustainability</p> <p>A positive evaluation will be given to the project development that, through the preparation of a technical-economic analysis document on functional, technical-constructive, plant-engineering and management characteristics, demonstrates precisely the sustainability of the intervention with the available financial endowment</p>	8
D	CRITERION D - BUSINESS STRUCTURE AND ORGANISATION OF ACTIVITIES		
	d.1	<p>Operating modes and commissioning</p> <p>The operator that describes all the working steps and controls necessary to complete the Italian Pavilion will be considered the best.</p> <p>The main activity steps to be spelled out in the planning are, by way of example, but not limited to</p> <ul style="list-style-type: none"> - site organisation; - procurement, storage, warehousing and commissioning of materials; - management of internal and external logistics to the site; - excavations and earthmoving; - Pavilion construction; - installation work; - dismantling. <p>With regard to each activity/process, the Tenderer must identify and appropriately explain the most sensitive and/or critical operational processes, illustrating possible compensatory solutions to optimise and accelerate the creation of the Italian Pavilion; A positive evaluation will be made of the best proposal in terms of:</p> <ul style="list-style-type: none"> - the consistency and adequacy of the methodological approach; - resolution of critical issues; - the optimisation of the technical-organisational structure in relation to the type of works planned and the interaction with external parties; - operating methods that take into account in-progress checks and controls to ensure rapid final acceptance and efficient commissioning. 	9
	d.2	<p>Maintenance and management</p> <p>On the basis of the ordinary maintenance of the Italian Pavilion and the management of all installed systems, including extraordinary maintenance, the Tenderer must guarantee:</p> <ul style="list-style-type: none"> - the perfect functioning of the Italy Pavilion and of all the systems in place; - the checking of all functional parameters and performance indices; - continuity of operations; - safety in use; - updating of documentation and registers required by law. <p>The economic operator must therefore define the approach for routine and extraordinary maintenance, including the management of all systems according to the maintenance and management plan, specifying:</p> <ul style="list-style-type: none"> - the procedures for providing the service as a whole, with a description of all supplies, services, consultancy and ancillary services needed to maintain an integrated and efficient management system; - the time schedule, respecting the provisions of the TSs, to provide the service divided according to the type of activity (routine maintenance, systems management and possible extraordinary maintenance); 	8

		<ul style="list-style-type: none"> - execution procedures for preventive maintenance to be carried out at predetermined intervals and necessary to reduce the possibility of breakdowns during operations; - the execution procedures for Failure Maintenance (corrective); - the execution procedures for Improvement Maintenance; - the execution procedures for maintenance and management services for all systems, including those with a high technological content; - the availability of the operators envisaged for the operational and day and night teams; indicating their number, qualifications, and activation times (24 hours, on site, contactable) as the case may be; - the logistics structure (offices, monitoring, warehouses, machinery or others), which they intend using to provide the services required; - the certification procedures for the checks carried out; - the spare parts catalogue: an analytical description of the spare parts, subdivided according to the type of work on the parts subject to maintenance, specifying supply details (storage and shelf life). 	
	d.3	<p>Equal opportunities for gender and generation</p> <p>For the purposes of assigning the score, the proposal that describes the adequate involvement, in the forms provided by applicable regulations, of young people under the age of thirty-six and/or female resources for the performance of the services will be considered better.</p> <p>The proposal description must express such involvement also, but not only, in a quantitative way, indicating the percentage of young and/or female personnel that will be involved compared to the 100% of personnel that will be employed.</p>	3
ECONOMIC BID			
CRITERION E - SINGLE PERCENTAGE DISCOUNT			10
GRAND TOTAL			100

13.3 Scoring methods

Identifying the most economically advantageous bid will be based on the following formula:

$$C_a = \sum_n [W_i * V_{ai}]$$

where:

P_i = The score of the ith bid;

n = Total number of requisites;

W_i = Weighting or score assigned to the requisite (i);

V_{ai} = Coefficient of rendering the service (a) in relation to the requisite (i), variable between zero and one.

It should be noted that, to determine the **V_{ai}** coefficients, it is necessary to distinguish between:

1) **V_{ai}** coefficients of a **qualitative nature** (technical bids)

2) V_{ai} coefficients of a **quantitative nature** (economic bid related to letter E of table 8).

1) With regard to the **qualitative** V_{ai} coefficients (technical bids), these coefficients will be determined by averaging the evaluation coefficients (included between zero and one) assigned on a discretionary basis by each commissioner. More specifically, each commissioner assigns the following score to each evaluation aspect, according to the following evaluation scheme:

OPINION	DESCRIPTION OF OPINION	SCORE
NOT APPLICABLE	Handling not applicable for the subject in question.	0
UNSATISFACTORY	Description unclear; absence of proposed benefits/advantages in relation to the Tender Provisions; lack of analytical technical content.	0.1
POOR	Incomplete handling indicative of a lack of real foundation of the proposal relative to the benchmark. The benefits/advantages are unclear and/or are not demonstrated analytically in the proposal.	0.2
SATISFACTORY	Handling is just adequate in relation to the expectations set out in the Tender Provisions. The advantages and/or benefits can just about be seen.	0.3
MORE THAN SATISFACTORY	Handling is exhaustive in relation to the expectations set out in the Tender Provisions. The advantages and/or benefits can be seen.	0.4
AVERAGE	Whilst the handling is complete in relation to the expectations set out in the Tender Provisions, it does not feature elements that make the bid stand out. The advantages and/or benefits appear to be partially analysed and fairly clear, but without innovation.	0.5
ABOVE AVERAGE	Handling is complete in relation to the expectations set out in the Tender Provisions. The advantages and/or benefits appear to be partially analysed and fairly clear and there are some signs of innovation.	0.6
GOOD	Complete handling of the areas requested clearly, effectively and efficiently in relation to the expectations set out in the Tender Provisions. Technical aspects are still dealt with superficially; however, the advantages are evident and mark the key features of the bid.	0.7
PARTICULARLY GOOD	Complete handling of the areas requested clearly, effectively and efficiently in relation to the expectations set out in the Tender Provisions with a good level of technical detail. Solutions appear to be concrete and innovative. The advantages are clearly evident, highlighting the key features of the bid.	0.8
VERY GOOD	Complete handling of the areas requested with a very good level of detail for all technical aspects. Very effective proposal relative to the expectations set out in the Tender Provisions also in relation to possible solutions present on the market and the feasibility of the proposal itself.	0.9
EXCELLENT	Exceeds the expectations expressed in the Tender Provisions thanks to exhaustive and precise handling of requested areas and matters. The benefits and advantages of the proposal are evident, well beyond expectations, also with reference to possible solutions present on the market and the feasibility of the proposal itself. The reliability of the bid is concrete and evident.	1

Once each member of the Selection Committee has assigned a coefficient to each Tenderer for each sub-criterion, the average of the coefficients assigned will then be calculated. This average will be calculated rounding to the third decimal place: if the fourth decimal place is equal to or greater than 5, it will be rounded up; if the fourth decimal place is less than 5, it will be rounded down.

The value obtained in this way (V_{ai}) will be multiplied by the maximum score assignable in relation to each sub-criterion of each stage of the procedure.

2) With regard to the coefficients V_{ai} of a quantitative nature (economic bid relating to letter E of table

8) the following formula will be applied, using the linear interpolation method, attributing the coefficient zero to the minimum possible bid (i.e. the one offering no percentage discount) and the coefficient one to the most advantageous economic bid (i.e. the one offering the highest percentage discount):

$$V_{ai} = R_a / R_{max}$$

where:

V_{ai} = Coefficient of rendering the service (a) in relation to the evaluation aspect (i), variable between 0 and 1

D_a = Value (percentage discount on the price) offered by the tenderer (a)

D_{max} = Value (percentage discount on the price) of the most advantageous bid

With regard to the economic bid, the coefficient D_a represents the single percentage discount in the economic bid submitted by the tenderer (a).

The value thus obtained V_{ai} will be multiplied by the maximum score attributable in relation to the criterion under letter E of table 8 of Article 13.2 of these Rules.

The product ($V_{ai} * W_i$) will be rounded to the third decimal place: if the fourth decimal place is 5 or more, it will be rounded up; if the fourth decimal place is less than 5, it will be rounded down.

ARTICLE 14 - PROVISIONAL GUARANTEE AND DEFINITIVE GUARANTEE

The bid of the Tenderer must be accompanied by a provisional guarantee, **Tender Bond**, in an amount equal to 2% (two per cent) of the MEV of the contract indicated in Table 1 of Article 5 above.

The Tender Bond must be issued as a protection and guarantee for Invitalia to cover any damage resulting for Invitalia arising from the failure to sign the Contract due to a fact attributable to the successful Tenderer.

In the case of the successful Tenderer comprising multiple economic operators, the Tender Bond must be issued in the interest of all the economic operators making up the Tenderer.

The Tender Bond must be issued by an insurance company or a bank or a credit institution authorised, in either the European Union or in Japan, to issue sureties or insurance policies or bonds (hereinafter the "**Guarantor**").

The Tender Bond must be valid for 180 (one hundred and eighty) days from the date of the bid submission, and should be extendible for the period specified by Invitalia. It must be an independent, first-demand, unconditional and irrevocable guarantee.

The Tender Bond must be issued according to the FIDIC format as per **Annex 9** to these Rules, with the content to include the provisions of this article as summarised below:

Table 10

Beneficiary entity	Invitalia S.p.A. Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo di impresa
Tender procedure	Competitive procedure with negotiation for the joint award of the design, execution of works and maintenance of the Italian Pavilion at the EXPO OSAKA - KANSAI 2025 site
Tender Identification Code (Codice Identificativo Gara - CIG)	9741365CB1
Tenderer	In the case of a single-party Tenderer: specify the name of the economic operator In the case of a multi-party Tenderer: specify all the economic operators making up the Tenderer
Duration	180 (one hundred and eighty) days from the date of the bid submission, and extendible for the additional time period specified by Invitalia, if the awarding of the tender has not yet taken place by the original expiry date
Amount (2% of Total contract amount tab. 1 article 5 line 9)	Euro 480,000.00
Enforcement	Based on a simple written request from Invitalia, without additional conditions and without the guaranteed Tenderer being consulted beforehand for the purposes of enforcement

With the exclusion of what is specified in the Tender Bond (the contents of which must correspond with those indicated in the Template Annex 9 supplemented by the conditions provided for in this article), the applicable "Uniform Rules" for "First-Demand Guarantees" issued by the International Chamber of Commerce will apply.

If the contract is awarded, the successful Tenderer must provide a definitive guarantee, equal to 10% of the contract amount, for the performance of the contract, in the form of a bond or surety in favour of the Contracting Authority and valid until the acceptance certificate (hereinafter, "**Performance Bond**"). The Performance Bond will have to be supplemented following any activation of the Optional Works or Optional Services.

The latter shall be issued by a qualified insurance company or bank or credit institution in the European Union or Japan and shall be valid until 13 October 2025, extendable upon request of the Contracting Authority.

ARTICLE 15 - SUBCONTRACTING

Sub-contracting is governed as follows and in compliance with the provisions of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public tenders and the FIDIC General Conditions.

The contractor may not sub-contract the entirety of the services forming the subject of the contract.

Recourse to sub-contracting is permitted only with prior authorisation from the Commissioner as the Contracting Authority, and provided that:

- a) at the time of the bid, the intention to seek recourse to sub-contracting is declared, and the works or parts of works or services or supplies or parts of services and suppliers that are intended for sub-contracting;
- b) the sub-contractor is qualified to carry out the services assigned based on legislation applicable at national and local level, as well as the specific rules adopted by the EXPO 2025 Organiser as contained in the documentation made available to Participants by the EXPO 2025 Organiser;
- c) the impediments to participation to this tendering procedure established for tenderers are not applicable to the sub-contractor.

For the purposes of authorising the sub-contracting, the contractor shall submit the sub-contracting contract to the Contracting Authority at least twenty-eight (28) days prior to the date when the execution of the relevant services effectively starts. At the time of submitting the sub-contracting contract, the contractor shall also provide certification certifying that the sub-contractor has the qualification requirements stipulated with regard to the sub-contracted services and the sub-contractor's declaration certifying the absence of the impediments specified in **Article 9** for participation in the procedure.

The sub-contracting contract, accompanied by the technical, administrative documentation and drawings related to the assigned contract, must clearly indicate the operational context for the sub-contracting both on a performance and economic level.

The contractor shall arrange to replace the sub-contractors should the Contracting Authority request this on justified grounds, and in particular, when the sub-contractor does not hold or has lost the prescribed requirements to execute the service assigned, as these had been declared at the time of the application for the sub-contracting authorisation.

The execution of the services assigned on a sub-contracting basis may not be sub-contracted further.

The contractor is jointly responsible with the sub-contractor regarding remuneration and contribution obligations and compliance with the aforementioned obligations by the sub-contractor in respect of their employees for the services rendered in the scope of the sub-contracting.

ARTICLE 16 - INFORMATION AND COMMUNICATIONS AMENDMENTS

Inspections are not mandatory for the purposes of participating in this tender procedure. If Tenderers intend to conduct inspections at the construction site, these may be organised under their own responsibility.

Tenderers may request additional information pertinent to this tendering procedure by the deadline of **24th of April**, solely via the e-Procurement Platform according to the procedures set out in the Guide, as per Annex 2 to these Rules.

Requests for clarification received verbally, by telephone or after the expiry of the aforementioned deadlines shall not be considered.

Clarification may refer to any doubts regarding the interpretation of the documentation provided or any related discrepancies.

The responses to clarification will be published **by 28th of April** also in a single text, on the e-Procurement Platform according to the procedures set out in the Guide, thus making the responses available to all Tenderers.

Communications and exchanges of information with the economic operators will take place by means of messaging on the e-Procurement Platform in the special "**MESSAGES**" area; in the event of objective unavailability of the e-Procurement Platform and the other aforementioned media, a communication may be sent by Certified Electronic Mail (Posta Elettronica Certificata - P.E.C.) to the address **realizzazioneinterventi@pec.invitalia.it** or by ordinary e-mail expoosaka@invitalia.it. In this case, the economic operator is obliged to prove that the e-Procurement Platform is not functioning:

- i. by contacting the call centre on +39 02 12 41 21 304, and reporting the error blocking the system;
- ii. including in the communication, sent by P.E.C. or ordinary e-mail, a specific declaration, attesting the system blockage, accompanied by a screen shot showing the error that caused the blockage on the e-Procurement Platform.

Notices shall be sent to the address stated by the Tenderer at the time of registration, based on the procedures set out in the Guide. In the case of a multi-party Tenderer, these notices shall be sent to the address stated at the time of registration by the lead economic operator. In the case of the latter, the notice is deemed to have been validly sent to the entire group of economic operators when sent to the lead operator. Invitalia shall extend the deadlines to receive bids so that Tenderers may become familiar with all the necessary information to prepare their bids, in the case of the following:

- a) if, for whatever reason, the significant supplementary information for the purposes of preparing adequate bids, albeit requested in good time by the Tenderer, is not provided at the latest 6 (six) days prior to the deadline set to receive bids;
- b) if significant amendments are made to the tender documents.

ARTICLE 17 - SETTLEMENT OF DISPUTES

The Administrative Court of Rome shall be the entity responsible for any recourse proceedings regarding these procedures.

Under the terms of Article 120, paragraph 5 of Italian Legislative Decree No. 104 of 2 July 2010, the deadline for presenting recourse against the Notice and these Rules for reasons that preclude participation in this procedure is 30 (thirty) days with effect from the publication of the Notice on the Client's Profile.

Any dispute that may arise in relation and with reference to the execution of the work contract, including those of a non-contractual nature, related to or associated with the latter, shall be resolved by arbitration based on the Milan Arbitration Board Regulations, as per Annex 10 to these Rules. The Board shall comprise three arbitrators, appointed in accordance with these Regulations, and pursuant to the last line of paragraph 3 of Article 2 of the New York Convention of 10 June 1958, namely the "*Convention on the Recognition and Enforcement of Foreign Arbitral Awards*". The Arbitration Board shall decide according to Italian Law. Arbitration will be conducted in Rome. Arbitration will be conducted in English.

ATTACHED DOCUMENTATION

The following documentation is attached to these Rules and may be consulted on the website <https://ingate.invitalia.it/>:

- ANNEX 1.** Contract Notice;
- ANNEX 2.** User Guide to the Electronic System;
- ANNEX 3.** Tender Specifications accompanied by technical annexes;
- ANNEX 4.** Vigilance Protocol – ANAC (including "*errata corrige*");
- ANNEX 5.** Participation Application
- ANNEX 6.** EXPO Documents_Guidelines_Special Regulations ;
- ANNEX 7.** Design Guidelines;
- ANNEX 8.** Format overview of proportions of processing types;
- ANNEX 9.** Tender Bond form;
- ANNEX 10.** Milan Arbitration Board Regulations

**Sole Manager of the Procedure
Mr Giovanni Urso**

Document signed with digital signature by GIOVANNI URSO pursuant to Italian Legislative Decree *no. 82 of 7 March 2005* and Italian Decree of the Presidency of 22 February 2013 and subsequent amendments.