



OPEN TENDERING PROCEDURE

FOR AWARDING A CONTRACT FOR PROJECT MANAGER SERVICE AND RELATED SERVICES FOR THE COMMISSIONER GENERAL OF THE SECTION FOR THE ITALIAN PARTICIPATION IN EXPO 2025 OSAKA

TENDER IDENTIFICATION CODE (CIG): 98111977E3 UNIQUE PROJECT CODE (CUP): J34J21000090001

TENDER SPECIFICATIONS

ARTICLE 1. RECITALS

This document, (hereinafter the "**Tender Specifications**" or "**Specifications**"), constitutes an integral and substantiated part of the contract, for the assignment of that which is stated above, combined with the Offer of the economic operator who will be awarded the contract (hereinafter "**Contractor**"), accompanied by the relative annexes therein, which will be accepted by the Contracting Authority, as well as the additional documents that the Contractor shall undertake to provide to the Contracting Authority if their Offer is accepted.

ARTICLE 2. TECHNICAL REGULATIONS AND APPLICABLE LAWS AND GUIDELINES

The legal framework within which the existing interventions conducted by the General Section Commissioner for Italy's participation in Expo 2025 Osaka (hereinafter "**Commissioner**" or "**Contracting Authority**") are based on a national and international regulatory framework, within which the following laws are particularly relevant:

European Union and Italian Legislation

- Directive 2014/24/EU of the European Parliament and European Council of 26 February 2014 on public procurement, which repeals Directive 2004/18/EC;
- Italian Ministerial Decree no. 192, 17 June 2016, of the Ministry of Justice containing the "*Approval of the fees tables commensurate with the quality of the design services implemented pursuant to Article 24, paragraph 8, of Italian Legislative Decree no. 50 of 2016*";
- Italian Legislative Decree no. 50 of 18 April 2016, concerning the Italian "*Codice dei contratti pubblici*" (hereinafter "**Public Procurement Code**");
- Italian Presidential Decree no. 207 of 5 October 2010, containing the "*Regulation executing and implementing Italian legislative decree no. 163 of 12 April 2006, concerning the Italian Public Procurement Code for works, services and supplies implementing directives 2004/17/EC and*

2004/18/EC" (hereinafter, the "**Contracts Regulation**"), regarding the regulations that are still in force today;

- Italian Law no. 136 of 13 August 2010, containing the "*Extraordinary plan against the Mafia, as well as the delegation to the Government of anti-Mafia legislation*".
- Circular 4 of the Italian Ministry of Economy and Finance dated 18 January 2022 concerning the "*National Recovery and Resilience Plan (NRRP) - Article 1, paragraph 1, of Decree Law 80 of 2021 - Implementing Indications*";
- Decree-law no. 17 of 1 March 2022, converted with Law 27 no. 34 of April 2022, containing "*Urgent measures for the containment of electricity and natural gas costs, for the development of renewable energies and for the relaunch of industrial policies*";
- Italian Law Decree no. 80 of 9 June 2021 concerning "*Urgent measures to strengthen the administrative capacity of public administrations functional to the implementation of the National Recovery and Resilience Plan (NRRP) and for the efficiency of the justice system*";
- Prime Ministerial Decree of 15 June 2022, registered at the Court of Auditors on 27 July 2022, Article 4, para. 5;
- A.N.AC. Vigilance Protocol for collaborative action with the General Commissioner Expo Osaka 2025, 25 October 2022 (including the "corrigendum");
- LAW no. 314 of 3 June 1978, containing "*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*".

Japan legislation and guidelines and provisions / Bureau Expo Osaka 2025 Guidelines, Expo 2025 Osaka organiser, (hereinafter, "**Organiser**")

- General Conditions of Construction Contract Japan;
- General Regulations;
- Special Regulation No.1 - Concerning the definition of the theme of the Exhibition and the means of its implementation by the Organiser and the Participants;
- Special Regulation No. 2 - Concerning the participation of States, International organisations and private exhibitors;
- Special Regulation No. 3 – The rules of the Steering Committee of the College of Commissioners General of Section;
- Special Regulation No. 4 – The Rules Concerning Construction, Improvements, and Fire Prevention;
- Special Regulation No. 5 - The rules concerning the installation and operation of machines, apparatus and equipment of all types;

- Special Regulation No. 6 - The accommodation facilities for the personnel of the official foreign sections;
- Special Regulation No. 7 - The regulations governing customs and handling, and any particular rates and charges;
- Special Regulation No. 8 – Insurance;
- Special Regulation No. 9 - Concerning the conditions under which Official Participants may operate restaurants or carry out sales;
- Special Regulation No. 10 - General Services;
- Code Sustainable Procurement;
- Logo Use Guideline;
- Construction and Demolition Work Guidelines for Self-Built Pavilions (Type A);
- Sustainability Policy for Expo 2025 Osaka, Kansai, Japan;
- BIM Requirements for Type A (Self-Built) Pavilions;
- Appendix for the Design Guidelines for Type A (Self-Built) Pavilions;
- Design Guidelines for Type A (Self-Built) Pavilions;
- Theme Guide;
- Universal Design Guidelines for Facility Implementation.

ARTICLE 3. SUBJECT OF THE SERVICES TO BE AWARDED - INCOMPATIBILITY AND CONFLICT OF INTEREST

The services to be awarded consist of the project management activities to support the Commissioner.

The services to be awarded via this procedure consist of specialised technical activities focused on the process of realising, implementing, verifying and monitoring, and possibly also assisting the design, of the main interventions to be initiated and those which have already been initiated by the Contracting Authority as part of Italy's participation at EXPO 2025 Osaka, in compliance with all the applicable legislative, planning and administrative instruments.

Therefore, the project management service aims to ensure constant and uninterrupted technical and general oversight on site for the Commissioner, in order to supervise, verify and monitor the overall progress of each individual process that has been initiated or is to be initiated regarding Italy's participation at EXPO 2025 Osaka.

Thus the nature of the service requested implies a close collaboration between the Contractor and the Commissioner.

Therefore, the service that is being awarded will have the objective of ensuring that the Commissioner receives consultancy, technical assistance and support in relation to the scope of the three macro-areas, the areas of action for which are given below:

Project Management: the Project Manager (hereinafter "**PM**") will have the task of technical representative of the Participating Nation and the main point of contact between the Commissioner and the Organiser (One-Stop Shop), for the entire duration of the life of the Pavilion (pre-construction, construction, testing, operation/management and dismantling and/or demolition).

The services to be provided include supervising the activities of the designers, managing technical coordination, participating in meetings and writing the periodical reports for the Organiser on the progress of the Participating Nation's activities, in accordance with the requirements set out in the Guidelines listed above .

Assurance Management: the PM will also be responsible for providing the Assurance Management service, consisting of technical supervision, compliance and in implementing, on behalf of the Participating Nation, the standards and requirements established by the Organiser concerning accident prevention, occupational health and safety, and environmental protection, quality and sustainability measures in accordance with the requirements set out in the Guidelines mentioned above.

Logistics Management: this service consists in technical supervision and assistance regarding every aspect or requirement concerning logistics to and from the EXPO site (including international shipments) and to and from the A-9 plot assigned to Italy, on which the Italy Pavilion shall be built, during the construction phase as well as when the Pavilion is operational and during its dismantling and/or demolition. The service aims to provide all useful technical support and assistance on all aspects concerning logistics that are requested by the Commissioner, as well as to verify and monitor compliance with the standards and requirements established by the Organiser concerning construction logistics by all parties involved in the Pavilion construction process, in accordance with the requirements set out in the Guidelines mentioned above.

To this end, to carry out the service, constant coordination and communication with the Construction Supervisor and the Safety Coordinator who have been identified by the Contracting Authority will be required during the Pavilion pre-construction, construction, testing, and dismantling and/or demolition phases for safety during the execution phase (CSE), as they are responsible for the progress of the Pavilion construction contract, so as to monitor requirements and the compliance of these figures and consequently by the construction company, of any activity related to the applicable regulations on Assurance

Management and Logistic Management, and acquire from the latter the data and any information useful for keeping the reports required by the Organiser.

During the testing and operation/management of the Pavilion, the PM, on the basis of the instructions that will be provided by the Contracting Authority, must interface with the professional figures that will be appointed by it to the Pavilion Management, who are responsible for overseeing the services provided by all the operators involved in the management activities, to ensure compliance with the regulations and standards prescribed by the Organiser, and to ensure coordination with the Organiser for the Pavilion Management as regards the correct provision of the services it ensures for the National Pavilions.

For that reason, the PM services may vary depending on the three distinct stages when the project is being implemented. In the various phases, the main activities of the PM include, but are not limited to, the following:

Pre-construction phase:

- the PM must take part in meetings with designers and provide all support regarding the process schedule and the assigned budget;
- the PM must provide the Commissioner with all information on costs sustained, as well as any analysis and/or on-going reviews of the project budget;
- the PM must provide assistance and consultancy to the designers and the Works Supervision on construction systems and ensure complete support for the administrative phase that is required to guarantee the construction authorisations and the permits, as well as those required for the fittings and supplies required to construct the Pavilion;
- the PM must identify the milestones and supervise that the General Contractor (hereinafter "**GC**") gives adequate priority to the critical paths in the project plan;
- the PM shall ensure that the GC obtains all necessary permits and approvals are obtained for construction and operation on schedule;
- the PM shall identify, evaluate and prepare a response strategy of all potential risks associated with the project, including those related to the construction, operation and decommissioning of the pavilion. These risks could include budget issues, extended construction times, non-compliant materials, safety issues, or any unforeseen issues during the pavilion's operation.

Construction, testing and dismantling and/or demolition phases:

- the PM must examine, on behalf of the Commissioner and/or the Project Responsible Officer, the financial reports sent by the Works Supervision or directly by the Contractors for the purposes of

paying for the progress of the works, services and supplies, in accordance with the budgets approved by the Commissioner;

- the PM must examine and analyse every request to change and/or vary the project during the construction phase, and provide the Commissioner with their technical-financial assessment, also anticipating impacts in terms of management and administration and the effect on the schedule to meet the set milestones;
- the PM must monitor construction activities daily, take up any specific request from the Works Supervision which must be communicated to the Organiser or establish the resolution of any issues with the latter;
- coordinate with stakeholders, including exhibitors, to ensure their needs are met during the construction phase;
- the PM must ensure proper management and control of risks, costs, stakeholders and ensure a clear setting of internal and external communication flows shared with the Commissioner and/or the RUP.

Operation/management phase:

- the PM must manage and supervise all operational aspects so that the management of the Pavilion and the carrying out of every activity or project can be diligently implemented, in accordance with the general schedule, including all intermediary dates and process milestones;
- the PM must supervise the Facility Management activities managed by the pavilion stakeholders;
- the PM must, during this phase, guarantee the coordination of aspects such as, but not limited to:
 - a. all the activities required during the testing period of the Pavilion and the handovers between the Project Manager and the Pavilion Director;
 - b. the organisational and logistic aspects concerning the supply of goods and services during the running of the pavilion;
 - c. the organisational and logistical aspects relating to the installation of stands, the management of waste and utilities, the management of insurance aspects, the management of the organisational and logistical aspects connected to the events that will take place in the pavilion during the exhibition.

The above lists, for the different phases, are not considered exhaustive.

In addition to the functions described above, the service consists in providing technical assistance to the Contracting Authority, also in relation to the following general activities:

- technical-financial assessments regarding the Osaka market, with particular reference to the supply of goods and services required during the Pavilion management/operation phase for the entire duration of the EXPO;
- management of relationships regarding technical aspects, with the Organiser, with other PMs identified by the other Nations participating in the EXPO, with other Local Authorities, and with any other stakeholders involved in the interventions regarding Italy's participation in the EXPO, in coordination with the Commissioner;
- participation in coordination meetings at the offices of the Contracting Authority in Italy and Osaka;
- participation in consulting, meetings and contact of any kind to collect any data and to illustrate the activities being determined or which have already been determined;
- drafting the periodic reports requested by the Commissioner and/or the Organiser;
- participation in coordination meetings with the designers, the construction contractors and the setting up of the Pavilion, the Pavilion Manager, along with any other parties identified by the Commissioner, and possibly with the Organiser, depending on the periodic planning activity;
- preparation of specific recommendations on practices (good practices, best practices) and operational solutions to fill perceived gaps/shortcomings;
- verification of results, good practices and recommendations with interested parties;
- development of comprehensive and detailed action plans, based on requirements;
- implementation of the action plans that may have already been developed when building, running and dismantling and/or demolishing the Pavilion, among other things, conducting activities to support the Commissioner;
- analysis and technical support regarding the implementation of the projects and technical assistance to resolve any construction or management problems;
- preparation of documentation and support activities during meetings held by the Commissioner with international institutions or organisations and with the Organiser, with other participating Nations and with the Local Authorities;
- specialist consultancy with reference to specific technical issues submitted by the Commissioner; contribution to the definition and implementation of management procedures for all phases of the project;
- carry out a post-project evaluation to identify lessons learned and opportunities for improvement.

The list provided above should not be considered exhaustive.

The Commissioner reserves the right to request outputs/deliverables that are not explicitly covered in the list of services, yet which are, in any case, related or connected to the scope of the activities requested from the Contractor.

The Contractor must also carry out all the activities that may be requested by the Commissioner's Office in accordance with the provisions of the Guidelines and regulations of the Organiser regarding Project Management, Logistics Management and Assurance Management activities even if not expressly referred to in these Specifications.

In terms of quality requirements, the Contractor must ensure, amongst other things, that:

- all support, assistance and analysis requested by the Commissioner are provided in accordance with the highest technical/professional standards;
- all the specific instructions provided by the Commissioner are followed any time so required.

The Contractor is required to maintain regular communication with the Commissioner to ensure the continuous exchange of information relevant to the implementation of the project. Amongst other things, this implies the obligation to immediately inform the Contracting Authority, as soon as the Contractor becomes aware during the execution of the contract, of any information, initiative, law or regulation that has been adopted, policies, strategies or action plans or any other development related to the subject of the contract.

In carrying out the Services, the Contractor accepts the contractual relationship established between the Client and the designers and any other Contractor selected by the Contracting Authority for the Pavilion construction project and participation in the EXPO.

The Project Management services must be carried out in accordance with the best, internationally recognised professional and quality standards for similar construction projects.

The documentation, the outputs and any other deliverable produced when carrying out the awarded services must be compatible with the most common personal productivity suites (e.g. OpenOffice, MS Office) and the main software (e.g. Microsoft Project, Business Object, Adobe Acrobat).

INCOMPATIBILITY AND CONFLICT OF INTEREST

Considering the importance and sensitivity of the functions assigned and the activities to be conducted for the entire duration of the Contract, the PM assigned by the Contractor may not participate, either individually or as part of a team, in other projects that are part of EXPO 2025 Osaka or in other initiatives to be held in OSAKA that do not regard the EXPO, but are sponsored or financed by other Countries participating in the Exhibition.

When participating in the tender, the Contractor must issue a statement of commitment regarding the following obligations:

- that the PM assigned shall not hold professional roles or be involved in contractual relationships regarding collaboration or consulting, throughout the duration of the contract, of any form or nature, from the date of publication of this Notice, in favour of third parties which have a real or potential conflict between their own interests and those of the Commissioner and/or Invitalia;
- that the PM assigned does not hold professional roles or have contractual relationships regarding collaboration or consulting with third parties participating in tender procedures, or which have been awarded contracts, relative to the creation of the Italy Pavilion at the Osaka 2025 event or relative to Italy's EXPO participation;
- that the PM assigned does not have a relationship of marriage, co-habitation or other family relationship, up to and including third-degree relatives, or has a working relationship or other significant relationship with other parties participating in tender procedures or parties that have been awarded contracts for building the Italy Pavilion at the Osaka 2025 event or related to Italy's EXPO participation or with employees or parties that hold administrative, management or controlling positions or powers in Invitalia or the Contracting Authority. A significant relationship is understood as a situation of sharing, also of the same working environment, that has generated reciprocal crossover of respective professional activities from a technical/organisational perspective;
- that the PM assigned has neither participated, nor contributed, on any basis or in any way, directly or indirectly, to the preparation of documents for this tender procedure.

Similar statements must be given by the Contractor to the Contracting Authority, in the event that additional professional figures are optionally activated.

The Contractor must ensure the veracity and permanence of the conditions of eligibility declared by the PM or by the additional figures from the beginning to the end of the service.

For all personnel working on the service, a minimum commitment of at least 22 days per month. The working day must be no less than 8 hours (in the case of full time use) and no less than 4 hours (in the event that the Commissioner requests part-time use).

The Contracting Authority will be entitled to request - within the contract period - that the Contractor increase or decrease the monthly effort planned for each figure activated, without prejudice to the contractual amount offered by the Contractor.

The Contractor must also declare, when participating in the tender, that the PM assigned to provide the service cannot and will not be excluded for any of the reasons listed in **SECTION 1** of the *Participation Application* form, **Annex 5** to the 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.

Similarly, additional figures, if activated, must not fall into one of the reasons for exclusion mentioned above.

Violation of the aforementioned conditions will lead to the immediate obligation of the Contractor to replace the professional resource and may constitute a cause for the application of contractual penalties.

The services must be carried out under the conditions, with the methods and within the terms indicated and provided for in these Tender Specifications and in the Offer presented by the Contractor during the tendering process. These latter documents constitute an integral and substantiated part of this document.

The activities must also consider the requirements of the special regulations dictated by the Organiser, as approved by the Bureau International des Expositions (B.I.E.), the non-governmental organisation that manages the universal and international expositions (EXPOs) for the purposes of the correct conduct of the approval and authorisation processes.

The Contractor undertakes to carry out the Services while safeguarding the needs of the Contracting Authority, without any additional expense.

The place where activities will be carried out is the Italian Pavilion at EXPO 2025 Osaka, unless otherwise specified by the Commissioner. The Commissioner may arrange for the activities to be carried out at a different location and may convene coordination meetings at the Commissioner's offices in Japan or Rome.

Due to the prevalence of the on-site service provision, the personnel identified by the Contractor for the provision of the service should have a site or office in Osaka for the entire duration of the contract and should hold a suitable permit for legal residence in Japan and a regular work permit. The lack or loss of the aforementioned conditions will lead to the termination of the contract.

ARTICLE 4. PROFESSIONAL PROFILES

The project management service must be carried out by a professional identified by the Contractor on the basis of availability, professionalism and experience required in relation to the performance of the

assignment and considering the following specific minimum requirements that the indicated resource must possess, proven by their relative CV.

Project Manager

The PM profile (whose CV must be submitted when participating in the tendering process, at the time of the offer) must meet the following requirements:

Length of service:

- at least 10 years of experience in the project management field;
- at least 5 years of proven experience in leading, liaising on and managing big projects or complex works, both public and private, including exhibitions;
- at least 5 years as a team leader, project head or coordinator;

Their length of service must be shown on their CV, which will highlight the track record of the projects managed by the resource.

Specifically, the following is requested:

- excellent knowledge and competence in Program Management, Project Management, Risk Management, Logistic Management and Assurance Management;
- knowledge of the European and national regulatory framework concerning public contracts and tenders;
- in-depth knowledge of the context of previous Expos or other similarly large events (Olympics, etc.);
- ability to report and systematically monitor the progress of complex works or projects, anticipating critical issues and proposing possible solutions;
- excellent ability for summary and representation;
- excellent relational skills;
- excellent knowledge of English, written and spoken. Professional personnel whose mother tongue is not English must hold a language proficiency statement or certificate issued by a legally recognised institute, with a minimum level equivalent to C1 of the Common European Framework of Reference for Languages (CEFR) (for example, IELTS with a score of at least 7.0-7.5).

Additional figures

Considering the need to cope with any increase in operational activities, both during the Pavilion construction and operation/management phase, especially in terms of the foreseeable implementation peaks connected to the setting-up and management stage, with primary reference to the logistics of suppliers to and from the Pavilion and the coordination of administrative and management aspects, the Contracting Authority reserves the right, pursuant to and for the purposes of Article 106, par. 1, letter a) of the Italian Public Procurement Code, to request that the Contractor engage up to a maximum of five additional professional figures to support the already-identified PM, who could work alongside the latter to provide the specific services that are the subject of the contract.

The aforementioned activation option for the Contracting Authority may be exercised 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 from the Contractor.

The five additional professional profiles must meet the following minimum requirements, which must be present on their CV:

1 Logistic Assistant

Work experience and skills required:

- at least 8 years of experience in Logistics Management;
- at least 3 years of proven experience in logistics management in complex contexts or large projects;
- in-depth knowledge of methodologies related to Logistics Management;
- excellent command of the Japanese language.

2 Project Assistants

Work experience and skills required:

- at least 8 years of experience in the project management field;
- at least 3 years of proven experience in implementing and/or managing large projects;
- competence in Program Management, Project Management and Risk Management.

1 Project Assistant with local license (construction phase)

Responsibilities:

- know the construction plan of the project;
- supervise the construction site together with the contractor;
- manage daily activities on site;

- ensure that the Contractor and subcontractors supervise the projects;
- ensure that the raw materials used comply with the technical specifications provided;
- work together with engineers, architects, contractors and other team members;
- provide recommendations to improve the efficiency of processes and to reduce costs;
- find technical solutions for any problems that may cause a delay in the completion of the project;
- keep all construction project documentation;
- ensure that the GC files documents with local authorities as and when required and according to the project schedule;
- submit periodic reports to the Commissioner;
- supervise compliance with all environmental and safety standards.

Work experience and skills required:

- 1st class Architect or 1st class Construction Management Engineer license;
- knowledge of Japanese construction legislation and at least 5 years' experience in the development of projects carried out in compliance with the aforementioned legislation;
- at least 5 years' experience as construction manager on a construction site or construction project manager in accordance with Japanese legislation for projects that are economically and technically comparable with the construction of the Italy Pavilion at Expo 2025 Osaka;
- good command of the English language (business listening/speaking/reading/writing).

1 HSE Manager

Responsibilities

- monitor and supervise the GC in all workplace safety matters in relation to project team members and contractors to ensure that the project is carried out in accordance with safety requirements, specifications and legislation as well as in accordance with policies/guidelines guide dictated by the organisers;
- guarantee health, safety, respect for the environment for the entire duration of the project until its conclusion. By way of example but not limited to:
 - a. manage and control the safe execution of the activities by the contractor and subcontractors and verify that the works and site procedures comply with the applicable HSE standards, requirements and guidelines;
 - b. control and monitor construction site activities to prevent and avoid environmental damage;

- c. ensure that the project is carried out in compliance with the HSE management plan, with the HSE management procedure, with the environmental management procedure, with the potential risk register, with the potential risk mitigation plan, with the plan/procedure audit documents and with any other HSE-related documents;
- d. participate in the HSE risk assessment and hold relevant meetings, workshops internally and with interested third parties;
- e. monitor and update the HSE risk register and ensure that all mitigation plans are strictly adhered to during project execution;
- f. prepare and manage the documents required for the related internal/external audit and update them.

Work experience and skills required:

- at least 3 years of HSE experience in building construction projects in Japan;
- education, certification, license or training in health and safety recognised in Japan;
- good command of the English language (business listening/speaking/reading/writing);

In particular, the five specialist figures are required to have:

- knowledge of the context relating to previous EXPOs or other similarly large events (for example, the Olympics, etc.);
- good management, organisational and administrative skills;
- ability to liaise with the Client, with the Expo Organiser and with other parties relevant to the individual initiatives;
- knowledge of English, written and spoken. Professional personnel whose mother tongue is not English must hold a language proficiency statement or certificate issued by a legally recognised institute, with a minimum level equivalent to B1 of the Common European Framework of Reference for Languages (CEFR) (for example, IELTS with a score of at least 4.0-4.5).

The length of service requested for each additional resource must be shown on their CV, which will highlight the track record of the projects in which the resource has participated.

In the event that the right to activate one or some of the additional personnel is exercised, the Contractor must submit the CV of the professional identified to the Contracting Authority within and no later than 5 working days from receiving the request, who possesses the required profile and the requirements specified in these Tender Specifications. The Contracting Authority reserves the right to accept or deny the professional profile proposed within and no later than 3 days after they have been notified by the Contractor.

The Contracting Authority reserves the right to, justifiably, request that the Contractor replace the professional proposed if the profile is not deemed suitable for carrying out the task or activities provided or if any incompatibility or conflict of interest involving the above arises.

The Contracting Authority, in order to verify the professional experience stated on the CVs of the resources dedicated to the service, may ask - and the Contractor shall undertake to produce immediately - the references of the public and/or private clients from which it will be possible to obtain feedback concerning the stated experience.

The Contractor ensures that all the professional resources that it will hire to carry out the services that are the subject of the award declared during the Technical Offer, meet the minimum requirements given in these Tender Specifications.

All the professional profiles that the Contractor will make available to the Contracting Authority must possess specific competences in the most common IT management software (databases, data analysis and Office Automation).

In regards to the PM and the additional resources, if activated, the Contractor is required to comply with regulations concerning the hiring of personnel, to fully comply with current minimum wage, economic and regulatory requirements of the local legislation in the area where the services are performed, as well as with all the obligations provided by the local law concerning social security and pension contributions. The violation of these legislations will entail all the consequences provided by the law, even of a penal nature.

The Contractor is, in any case, obligated to not replace the PM and additional resources, if activated, unless for reasons objectively not attributable to the same and, in any case, only with the prior authorisation of the Contracting Authority. In this case, the Contractor will see to ensuring that said resources are replaced with others, without any burdens and ensuring the continuation of the contractual services.

Without prejudice to the above, the resources proposed as replacements must possess specific professional characteristics that are at least equal to those of the replaced resources and must be expressly approved by the Contracting Authority.

The replacement of the resources will, in any case, be considered as a potential cause for the application of contractual penalties, on the basis of that which is more precisely indicated in the contract.

ARTICLE 5. CONTRACT DURATION. DEADLINE FOR EXECUTION

The Contract will be effective between the parties from the date of its conclusion until the regular and complete execution of the services that are subject of the award.

The maximum duration set for the contract is 36 months from the launch of the service. In any case, the service will end on 30 June 2026, the date expected as the end of the dismantling and/or demolition phase. Beyond that date, without any additional charges for the Contracting Authority, the PM must provide assistance to the Commissioner, if required to supplement or define any final reports that are covered by the service, or that are necessary to fulfil the requests of the Organiser.

The Contracting Authority may execute the contract as a matter of urgency, even pending the formal stipulation of the contract, in accordance with Article 32, paragraph 8 of the Italian Public Procurement Code.

ARTICLE 6. REMUNERATION – TERMS FOR FINALISING THE CONTRACT

The total amount of the contract is € 360,000.00 (three hundred and sixty thousand/00 euro), subject to discount, net of VAT and/or other statutory taxes and contributions, as specified in the following table:

TABLE 1

ID	Profile	Personnel Number (max)	Amount (max) (€/month)	Month (max)	Reducible	Optional
A	Project Manager (PM)	1	10,000.00	36	YES	NO
Contract amount (A)			€ 360,000.00			
B	Project Assistant with local license	1	7,000.00	110 (total)	YES	YES
C	HSE Manager	1	4,500.00		YES	YES
D	Logistics Assistant	1	4,500.00		YES	YES
E	Project Assistant	1	4,500.00		YES	YES
F	Project Assistant	1	4,500.00		YES	YES
Maximum contractual increase in additional figures (B+C+D+E+F)			€ 560,000.00*			
Maximum estimated value of the contract (A+B+C+D+E+F)			€ 920,000.00			

*Within the contractual term of 36 consecutive months, the option for the five additional figures may be activated, for a total maximum period of 110 months, 26 of which for the Project Assistant with local license.

The maximum estimated value (hereinafter the “MES”) for this procedure comprises the sum of (presented in Table 1):

- the amount for the contract services (A);
- the maximum amount for optional services (B), (C), (D), (E) and (F), considering optional services as those subject to an activation request to the Contractor as specified in the previous Article 4 of these Tender Specifications;

and totals € 920,000.00 (nine hundred and twenty thousand/00 euro), plus VAT and other charges as applicable by law.

The contract is a unit-price contract.

The Contractor’s actual remuneration will then be determined by the number of months of work actually provided by each figure over the maximum duration of the contract, multiplied by the unitary commitment rates established for each of them, reduced by any discount specified in the economic offer of competitors. The fees, that is lower amounts offered by the economic operator during the tendering procedure, are considered fixed and invariable.

In any case, offers that include monthly commitment fees that exceed even one of the fees given in Table no. 1 will not be accepted.

For the PM and any additional persons activated, a minimum FTE (full time equivalent) commitment of at least 22 days per month is required. The working day must be no less than 8 hours.

Depending on the needs of the Contracting Authority, for certain months of assignment indicated by the Commissioner, the working day of the PM and/or of the additional figures, if activated, may be reduced to 4 hours. In this case, a monthly fee equal to 50% of the amounts established for the individual figures as shown in Table 1 will be paid.

Please note that activities related to additional figures constitute, respectively, the subject of the services for which the activation is optional, as it is referred to the discretion of the Contracting Authority. For this reason, the successful Contractor cannot request any compensation from the Contracting Authority or make a claim regarding their failure to exercise this right.

The remuneration is understood to include all that is necessary for the punctual execution of the assigned Service, in all its performance areas, in compliance with the applicable regulations and the provisions of these Tender Specifications, the Contract Outline and all the contractual documents, as well as the Technical

Offer submitted by the Contractor during the tendering procedure, along with the relative annexes mentioned therein.

For this reason, all charges and expenses that may be necessary to carry out the agreed services and activities are included, including the expenses for meetings with the structure of the Contracting Authority, travel expenses and transfers for any reason whatsoever and anything else defined in this document.

The contract fee includes and fully compensates all activities required for provision of the services awarded to the Contractor, in observance with applicable laws, rules and regulations, including all activities required to fulfil the provisions of the Contracting Authority, as well as any further technical or administrative activities.

No other fee beyond that defined in these Tender Specifications, any updates to price lists that may be approved during the period of validity of these Tender Specifications, any revaluations or revisions of any nature to the fees, as well as any increases for partial tasks or the termination of the assignment for any reason that is not attributable to the Contracting Authority are not permitted.

Pursuant to the combined provisions of paragraphs 1, letter e) and 4 of Article 106 of the Italian Public Procurement Code, substantial amendments to the contract are permitted up to a limit of 10% of the contract amount.

All the responsibilities and risks related with the provision of the services covered by the Contract are borne by the Contractor, including those related to transport costs, as well as travel, mission, subsistence and board expenses related to the staff employed by the Contractor, as they are understood as being already remunerated in the fee provided in these Tender Specifications.

ARTICLE 7. PLANNING AND FINAL STATEMENT FOR THE ACTIVITIES

Within 10 days from the start date of each month, the Contracting Authority will inform the contractor about the type of work to be performed (full-time or part-time) for the PM and for any additional persons activated, in the month of reference.

The Contractor must draft and submit to the Contracting Authority for approval, within 10 days from the start of services, a General Work Plan that will serve to illustrate the interventions planned over time, taking into account all the requirements of these Tender Specifications.

On the basis of this General Work Plan, a maximum of 12 quarterly plans will then be submitted, in agreement with the Contracting Authority, which will constitute the reference for checking the effectiveness and efficiency of the service provided. These plans must be submitted at least 10 days in advance of the start of the quarter in question.

The activities carried out in the previous quarter must be described, by the Contractor, in a specific progress report. These reports must be drafted along the same service guidelines provided by the General Work Plan and must be consistent with previous quarterly plan, so as to allow the easy and effective comparison between the progress of the planned activities and the actual progress recorded for the same.

These reports should empirically indicate the volume of commitment, in terms of days worked for every month of activity for each professional figure activated.

Any additional documentation useful for illustrating and demonstrating the activity carried out (and therefore all the documentation that the Administration may deem necessary to request or acquire during the working relationship) must be attached to these reports.

ARTICLE 8. METHODS OF EXECUTION - CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

The Contractual Services must be carried out in full and professionally delivered, in compliance with all current technical and safety regulations and those that may be issued during the duration of the contract. It is expressly agreed that any additional costs arising from complying with these aforementioned rules and regulations will be borne exclusively by the Contractor, as, in any case, they are understood as being remunerated by the contractual amount. Therefore, Contractor may not claim compensation from the Contracting Authority in this regard.

The Contractor shall perform the services directly, with the organisation of the necessary means and management at its own risk, and may engage sub-Contractors within the limits established by applicable legislation, the Tender Rules, the Offer and these Tender Specifications.

The Contractor undertakes to perform all relevant activities in all their parts, as well as all services required for the perfect execution of the services, even when not expressly indicated, in compliance with these Tender Specifications, as well as the recommendations and/or provisions, however designated, provided by the Contracting Authority or, even if such provisions are not specifically set out in these Tender Specifications and in the Contractual Documents.

Any provision of services covered by the Contract by inadequate parties will lead to the legal termination of the contract.

Without prejudice to the above, the Contractor must:

- use every necessary resource to ensure the correct and timely execution of the services and possess the necessary skills to carry out the requested activities;
- guarantee full compliance with the conditions and schedules provided by these Tender Specifications and by regulations, of whatever rank, ensuring at all times the contribution of suitable professional qualifications to carry out the required tasks;

- also guarantee full ownership, or in any case that it has the suitable qualification and peaceful enjoyment of the equipment and components used for the execution of these Tender Specifications, as well as the possession of user licences for any software programs used, of the content provided, declaring that these rights are free from restrictions or rights in favour of third parties;
- observe, when fulfilling its services and obligations, all the operational, guidance and control instructions that will be prepared and communicated for this purpose by the Contracting Authority;
- make any necessary adjustments to the contractual services covered by the contract which become necessary following on from legislative amendments, without claiming for additional amounts due for the same, notwithstanding the protection provisions of the Contractor;
- ensure that all the documentation acquired while carrying out the services is stored correctly, in accordance with the provisions of these Tender Specifications.

As the relative commitments, obligations and expenses are included and compensated by the remuneration, the Contractor shall be required to carry out all services, of any kind, that are instrumental and/or consequential to those indicated and/or nevertheless necessary for the correct and complete execution of the services, in relation to the scope and function for which the same services are intended, even though not expressly provided for in these Tender Specifications.

At any time, the Contracting Authority may conduct checks and inspections, both directly and via third parties appointed by it, on the progress of the execution of the services covered by the contract and on the work of the persons in charge of its fulfilment. The Contractor or the persons appointed by the Contractor cannot make any claims, for whatever reason, as a result of this circumstance.

The Contractor will be required to directly assume any liability for damages and for any obligations related to the execution of the services under the terms of the contract, holding the Contracting Authority harmless.

The Contractor undertakes to indemnify the Contracting Authority from all direct and indirect damages that may arise from carrying out these activities.

Furthermore, the Contractor undertakes to respond to and indemnify the Contracting Authority from any claim for compensation submitted by competent bodies or third parties, including employees of the Contractor and/or sub-suppliers or the Contracting Authority itself, via judicial or extra-judicial application

on any basis deriving from or in any case connected to execution of the service, except in the instance that claims for compensation arose from actions and/or omissions that were caused directly by the Contracting Authority.

The Contractor shall respond directly to and indemnify the Contracting Authority from any responsibility or burden of any nature deriving from the violation by the Contractor, and/or sub-suppliers, of laws, decrees, regulations, technical specifications and provisions from local authorities or bodies, connected, and in any case, deriving from the execution of the service.

The Contractor assumes all obligations regarding the traceability of financial flows as per Article 3 of Italian Law no. 136 of 13 August 2010 and subsequent amendments.

ARTICLE 9. SUB-CONTRACTING

The Contractor may engage sub-Contractors if it has stated that it wishes to use them when making its offer.

In this instance, the activities may be sub-contracted, subject to authorisation by the Contracting Authority and in compliance with the provisions of Directive 2014/24/EU of the European Parliament and Council of 26 February 2014 on public contracts.

The activities assigned to the figure of Project Manager may not be subject to sub-contracting, given that such services cannot be delegated and must be performed personally and directly by the aforementioned professional figure.

In any event, the Contractor states that the sub-contracting will not involve any modification to the Contractor's contractual obligations or responsibilities and that it remains the only responsible party in regards to the Contracting Authority for the sub-contracted work; for that matter, the Contractor is liable for any damages that may be caused to the Contracting Authority or third parties for events that are attributable to the sub-Contractor or its staff.

ARTICLE 10. PAYMENTS

The contractual payments will be made on the basis of the progress of activities resulting from the aforementioned quarterly reports submitted by the Contractor while executing the contract.

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>]

Subject to necessary checks and evaluations by the Contracting Authority, the Contractor may issue a special tax document for the payment of the contractual amounts referred to in the previous Article on the condition of:

- a) verification by the Contracting Authority of the adequacy and suitability of the service provided in regards to the technical, methodological and quality standards and specifications provided for in the Tender Specifications, the General Work Plan and any additional documents defined and approved during the course of the working relationship (expressly including the commitment of pre-established resources);
- b) approval by the Contracting Authority of the progress reports referred to in the previous paragraph.

In the instance that the checks are not successful and consequently the necessary approvals cannot be made (due to the deficiency or inadequacy found in the services provided or also due to a deficiency or inadequacy found in the reports submitted periodically), without prejudice to any other remedy, the Contracting Authority will suspend the payment of the relative amounts until the deficiencies found are completely eliminated, where possible and useful.

If the conditions of seriousness and persistence continue, the Contracting Authority may also:

- may definitively reduce the amount of remuneration payable by an amount that corresponds to the value of the disputed services;
- take action to terminate the contract to the disadvantage of the Defaulting Company.

All payments will be made to a bank account held in the name of the Company, in accordance with the terms established in Article 3 of Italian Law No. 136/2010.

The relative payment documents will be issued by the Contracting Authority, when there are no reasons for impediment attributed to the Company, within 30 (thirty) consecutive calendar days from the date of issue of the relative tax document, after the Contracting Authority has verified the quality and contents of the services, as well as checked that the service actually carried out corresponds with the contractual obligations undertaken.

ARTICLE 13. PENALTIES

In all instances of late fulfilment or non-fulfilment that the Contracting Authority ascertains in regard to the obligations undertaken within the contract and/or the time schedules and methods for carrying out the services agreed in the Work Plans, the Contracting Authority will apply a daily penalty of 1% (one per thousand) of the contractual amount.

In any case, the penalties may not exceed 10% of the contractual amount. If the delays are of a magnitude that results in an amount exceeding this percentage, the contract may be considered terminated forthwith, without prejudice to compensation for greater damages suffered.

The penalties will be applied, after written notification of the debit by way of corresponding deductions from the amount due to the Contractor, to be applied to the payment immediately after the delay occurred and, if this is not possible, to subsequent payments.

ARTICLE 14. PERFORMANCE BOND AND INSURANCE POLICIES

Performance Bond

Before entering into the Contract after the Offer is accepted, the Contractor is obliged to submit to the Contracting Authority a final **Performance Bond** valued at ten percent (10%) of the contract amount, obtained from any bank or insurance company operating legally in the Italian Republic and the Japan, which is valid for the entire contract period. The Performance Bond will be held by the Contracting Authority during the contract period and will be released upon satisfactory completion of the services covered by the contract

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

The format of the Performance Bond must comply with the example attached at the end of these Tender Specifications.

The Performance Bond must be an independent, first-demand, unconditional and irrevocable guarantee.

The Performance Bond will be adapted by the selected tenderer at the request of the Contracting Authority in the event that the contract value increases.

Refusal, failure to sign the contract for reasons attributable to the successful tenderer or failure to present the definitive performance bond when entering into the contract will lead to the issue of a Tender Bond, provided for in Article 11 of the Tendering Rules.

Insurance Policy

Before entering into the Contract after the Offer is accepted, the Contractor is obliged to submit to the Contracting Authority an insurance policy covering professional civil liability for damages caused while exercising a professional activity.

The professional civil liability policy covers risks arising from the performance of the activities for which the company is responsible.

The professional civil liability policy must provide a guarantee for a maximum of no less than € 500,000.00.

The policy will be effective from the date the service starts to the conclusion of the activities established above.

Failure to submit the Policy will result in the termination of the assignment, and authorises the Contractor to be replaced.

The Contractor also directly assumes all civil liability for any accidents or damages caused by them to persons and/or property belonging to the Contractor, to Invitalia, to the Contracting Authority or to third parties (including the Organiser of EXPO 2025 Osaka, the designers and the Pavilion construction works Contractor), when carrying out the activities that are covered by the contract. This policy must cover a maximum amount of € 500,000.00.

Alternatively to the above-mentioned policies, the Contractor may provide proof of current policies that it already holds, with the same features indicated for the specific ones. In this instance, an appendix must be produced for both policies, which state that the policy in question also covers services carried out on the behalf of the Contracting Authority. A certified copy of the specific policies, or as an appendix to the existing policy, which complies with the original in accordance with the law, must be submitted to the Contracting Authority together with the receipt of payment of the relative premium.

Sole Manager of the Procedure

Mr Giancarlo Mastinu

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



FORM OF PERFORMANCE BOND
PROJECT MANAGEMENT SERVICES - ITALIAN PAVILION AT EXPO 2025, OSAKA-KANSAI

Italian Commissioner
INVITALIA
Rome
ITALY

Performance Bond No.

Whereas..... (hereinafter called the Contractor) has been awarded a contract datedfor PROJECT MANAGEMENT SERVICES - ITALIAN PAVILION AT EXPO 2025, OSAKA – KANSAI for the value of EUR

..... (EUR.....) by this bond we

..... whose address isare held and firmly bound unto the Italian Commissioner represented by _____, Rome in the sum or EUR being 10% of the Contract Value.

We agree to make unconditional payment under this bond on your first written demand without any reference to or contestation on behalf of the Contractor provided the claim is received by us on or before.....

The Guarantee will be effective from..... and shall be valid up to..... after which date our liability shall automatically cease.

This Guarantee should be returned to us upon its expiry or upon fulfilment of our undertaking, whichever is the earlier.

Authorised Signatories

(To be issued by a locally registered bank)