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PHONE:	/
E-mail:	segreteria@pec.viveracqua.it
NOTIFICATION TECHNICAL:	YES
NOTIFICATION PUBLICATION:	YES

Contract notice - utilities

Services

Directive 2014/25/EU

Section I: Contracting entity

I.1) Name and addresses

Viveracqua scarl. This pre-commercial procurement (PCP) is carried out by Viveracqua who was appointed as lead procurer to coordinate and lead the joint procurement in the name and on behalf of the buyers group listed in I.1.

04042120230

Lungadige Galtarossa, 8

Verona 37133 Italy

Contact person: Alessia Duso Telephone: +39 3428620746 E-mail: alessia.duso@viveracqua.it

NUTS code: ITH35 Internet address(es):

Main address: http://www.viveracqua.it

Address of the buyer profile: https://viveracquaprocurement.bravosolution.com

I.1) Name and addresses

CONSORCIO PARA LA GESTION DE SERVICIOS MEDIOAMBIENTALES DE LA PROVINCIA DE BADAJOZ

(PROMEDIO) ESP0600044B

CALLE FELIPE CHECA, 23

Badajoz 06071 Spain

Contact person: Francisca Tena Medina

Telephone: +34 924220427

E-mail: alessia.duso@viveracqua.it

Fax: +34 924253161 NUTS code: ES431 Internet address(es):

Main address: www.promedio.dip-badajoz.es

Address of the buyer profile: www.promedio.dip-badajoz.es

I.1) Name and addresses

EAU DE PARIS 510611056

19 RUE NEUVE TOLBIAC

Paris 75013 France Contact person: Olivier Roy Telephone: +33 158063400

E-mail: alessia.duso@viveracqua.it

NUTS code: FR101 Internet address(es):

Main address: www.eaudeparis.fr

I.1) Name and addresses

SYNDICAT DES EAUX ET DE L'ASSAINISSEMENT ALSACE MOSELLE (SDEA)

256 701 152

ESPACE EUROPEEN ENTREPRISE - 1 RUE DE ROME

Strasbourg 67013 France

Contact person: Florian SIMONIN E-mail: alessia.duso@viveracqua.it

NUTS code: FRF11 Internet address(es):

Main address: http://www.viveracqua.it

Address of the buyer profile: https://viveracquaprocurement.bravosolution.com

I.1) Name and addresses

COMPAGNIE INTERCOMMUNALE LIEGEOISE DES EAUX (CILE) SCRL

BE 0202.395.052

RUE CANAL DE L'OURTHE 8

Liege 4031 Belgium

Contact person: Bernard MICHAUX E-mail: alessia,duso@viveracqua.it

NUTS code: BE332 Internet address(es):

Main address: http://www.viveracqua.it

Address of the buyer profile: https://viveracquaprocurement.bravosolution.com

I.1) Name and addresses

VIVAQUA BRUXELLES Belgium

E-mail: alessia.duso@viveracqua.it

NUTS code: BE10 Internet address(es):

Main address: http://www.viveracqua.it

Address of the buyer profile: https://viveracquaprocurement.bravosolution.com

I.1) Name and addresses

Fővárosi Vízművek Zrt. (Budapest Waterworks plc.)

01-10-042451 Váci út 23-27 Budapest

1134

Hungary

Contact person: Mr. Gábor TILL E-mail: alessia.duso@viveracqua.it

NUTS code: HU110 Internet address(es):

Main address: www.vizmuvek.hu

I.2) Information about joint procurement

The contract involves joint procurement

In the case of joint procurement involving different countries, state applicable national procurement law: Italy

The contract is awarded by a central purchasing body

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: http://www.smart-met.eu/

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted to the following address:

Viveracqua S.c.a.rl.

04042120230

viale dell'Industria 23

Vicenza

36100

Italy

Contact person: Alessia Duso Telephone: +39 3428620746 E-mail: alessia.duso@viveracqua.it

NUTS code: ITH32 Internet address(es):

Main address: http://www.viveracqua.it

I.6) Main activity

Water

Section II: Object

II.1) Scope of the procurement

II.1.1) Title:

EU project 731996 - SMART.MET

II.1.2) Main CPV code

73100000

II.1.3) Type of contract

Services

II.1.4) Short description:

The aim of this Pre—Commercial Procurement (PCP) is the procurement of R&D (research and development) services involving risk-benefit sharing under market conditions and competitive development in phases, for

the development of a new remote reader system for water meters, which ensures effectiveness, efficiency and interoperability and which is based on open standards.

This contract notice invites interested operators to submit tenders to a procurement.

This procurement is for R&D services to develop solutions to tackle the following common challenge: This contract is aimed to finding a new, efficient, interoperable economic system based on open standard (drinking) Water Smart Metering System.

This PCP procurement is a joint procurement by different procurers across Europe that ar all facing the same common challenge and are thus looking for similar solution (so called "buyes group").

II.1.5) Estimated total value

Value excluding VAT: 3 240 000.00 EUR

II.1.6) Information about lots

This contract is divided into lots: no

II.2) **Description**

- II.2.1) Title:
- II.2.2) Additional CPV code(s)

II.2.3) Place of performance

NUTS code: IT

Main site or place of performance:

At least 51% of the R&D services procured shall be performed within the EU Member States, or a country that is associated to H2020

II.2.4) Description of the procurement:

The procurement will take the form of a pre-commercial procurement (PCP) under which R&D service contracts will be awarded to a number of R&D providers in parallel in a phased approach. This will make it possible to compare competing alternative solutions.

Each selected operator will be awarded a framework agreement that covers 3 R&D phases.

The 3 phases are:

- R&D up to solution design
- R&D up to a prototype
- R&D up to original development, validation and testing of a limited set of first products or services.

After each phase, intermediate evaluations will be carried out to progressively select the best of the competing solutions. The contractors with the best-value-for-money solutions will be offered a specific contract for the next phase.

Testing is expected to take place in 5 different site locations, indicated to the bidders by the Lead Procurers, each one in a different of the following country: France, Italy, Spain, Hungary, Belgium, to ensure that a comparison of the performance between sites and solutions is possible, in particular test locations of the procurers and other additional test locations]. This testing may also serve as a first customer test reference for the contractors. The procurement is expected to start in 20.06.2018 and end in 30.06.2021.

The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate during the PCP and will be able to use them to exploit the full market potential of the developed solutions i.e. beyond the procurers.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Start: 20/06/2018 End: 30/06/2021

This contract is subject to renewal: no

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.12) Information about electronic catalogues

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: yes Identification of the project: Horizon 2020: EU project 731996 - SMART.MET

II.2.14) Additional information

Participation in the open market consultation that was held as part of the preparation for this procurement is not a prerequisite for submitting a tender.

This procurement is exempted from the WTO Government Procurement Agreement (GPA), the EU public procurement directives and the national laws that implement them. The procurement will follow the procedure described in the tender documentation.

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

Please see the Call for tender artt.:

- 3.1 Eligible tenderers, joint tenders and subcontracting
- 3.2 Exclusion criteria
- 3.3 Selection criteria
- 3.4 Compliance criteria

III.1.2) Economic and financial standing

List and brief description of selection criteria:

Please see the Call for tender artt.:

- 3.1 Eligible tenderers, joint tenders and subcontracting
- 3,2 Exclusion criteria
- 3.3 Selection criteria
- 3.4 Compliance criteria

III.1.3) Technical and professional ability

List and brief description of selection criteria:

Please see the Call for tender artt.:

- 3.1 Eligible tenderers, joint tenders and subcontracting
- 3.2 Exclusion criteria
- 3.3 Selection criteria
- 3.4 Compliance criteria

III.1.4) Objective rules and criteria for participation

III.1.5) Information about reserved contracts

III.1.6) Deposits and guarantees required:

A deposit must be provided before the conclusion of the contract for each phase. The insured amount must be equal to 10% of the contract amount.

See art. 4.5 Call for tender.

III.1.7) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

Payment schedule for Phase 1 will be:

- 10% at the beginning of Phase 1.
- 90% after completion of the solution design and feasibility studies (Phase 1).

Payment for Phase 2 will be split in two parts: 20% at the assignment to Phase 2 and 80% at the end of Phase 2, after the End of Phase 2 Report has been approved.

Payment for Phase 3 will be split in two parts: 30% at the assignment to Phase 3 and 70% after inspection and testing of test series products developed during Phase 3, after the End of Phase 3 Report has been approved. See art. 5.5 Call for tender.

III.1.8) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

III.2.2) Contract performance conditions:

See art. 3.4 lett. c of the Call for tender:

§ at least the [51]% of Research and Development services of each phase, shall be performed within the European Union Member States and countries associated to Horizon 2020;

§ sub-contracting shall be limited to a maximum 30% of the R&D services under the Framework Agreement; § full compliance with the requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes shall be ensured throughout the entire duration of the framework agreement;

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement Framework agreement with several operators

IV.1.4) Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.1.6) Information about electronic auction

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: no

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

Notice number in the OJ S: 2017/S 106-213642

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 20/09/2018 Local time: 12:00

- IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates
- IV.2.4) Languages in which tenders or requests to participate may be submitted:
- IV.2.6) Minimum time frame during which the tenderer must maintain the tender
- IV.2.7) Conditions for opening of tenders

Date: 24/09/2018 Local time: 10:00

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: no

- VI.2) Information about electronic workflows
- **VI.3)** Additional information:

Ownership of the results (foreground), pre-existing rights (background) and side-ground (including intellectual and industrial property rights)

All Pre-existing rights (Background IPR) and sideground IPR remain the property of the Party introducing the same (the Lead Procurer, SMART.MET Procurers or any third party supplier that owns it) and nothing contained in the Framework Agreement or any license contract pertaining or pursuant to the Project shall affect the ownership rights of either party (or any third party) in its Pre-existing rights.

The Contractor shall within [2] weeks of the signing of the Framework Agreement provide the Lead Procurer with (i) full information in writing about what relevant and significant Intellectual Property Rights it (and/or any of its subcontractors) holds or is using or has access to (e.g., via its sub-contractors) at the date of the Framework Agreement that pertains or may pertain to the SMART.MET PCP Project or any part thereof and (ii) a list of the software necessary for the operation of the prototype and first test series products that will be developed during the PCP, specifying which software is closed source software. An updated list (to the extent necessary) must be provided with each proposal for the next Phase. The Contractor must duly inform the Lead Procurer about the generation of/changes in pre-existing rights and Side-ground within [5] days from the generation /change. The Contractor shall, upon request of the Lead Procurer or any of the SMART.MET Procurers, provide the latter non-exclusive license to use the relevant and significant Pre-existing (Background) IPR rights that are needed for using the Results and for the purpose of executing the Project as well as for non-commercial research purposes, including (clinical) trials set up to test the validity of the Results. Such licensing shall be done on fair, reasonable and non-discriminatory (FRAND) terms.

The Results and Intellectual Property Rights generated by the Contractor in the course of this agreement (Foreground IPR) shall belong to the Contractor. The Contractor will provide each of the SMART.MET Procurers an irrevocable, indefinite, worldwide, royalty-free, non-exclusive license to use, non-commercially and at no additional cost, all Project Results, including Project Intellectual Property Rights of what has been achieved with regard to the implementation of the solution design (Phase I), the prototype development (Phase II) and the original development of a limited volume of first products (Phase III). In case of Results that constitute software, the non-commercial research license will extend to all updates and upgrades thereof during the trials set up to test the validity of the Results.

If the Contractor (or any of its sub-Contractors) generates Project Intellectual Property Rights, whether the Contractor (or sub-Contractors) intends to file for protection of it or not, the Contractor shall, within 30 days from such generation, inform the Lead Procurer about the contents of such Project Intellectual Property Rights. The Project Intellectual Property Rights shall remain vested within the Contractor. Subject to next point 7 "Commercial exploitation of results", the Lead Procurer or any of the SMART.MET Procurers shall enjoy the right to require the Contractor, upon express request from the Lead Procurer, to transfer the ownership of the Results to the Lead Procurer free of costs or to grant non-exclusive licenses to third parties on the Results and Foreground IPR developed in the Project, at fair and reasonable market conditions. The Contractor and these third parties are responsible for establishing the fair market conditions.

VI.4) Procedures for review

VI.4.1) Review body

TRIBUNALE AMMINISTRATIVO REGIONALE PER IL VENETO

Cannaregio, 2277

venezia

30121

Italy

VI.4.2) Body responsible for mediation procedures

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

The procurement is exempted from the EU public procurement directives (including the EU procurement remedies directives 89/665/EEC and 92/13/EEC — see above) and the national laws that implement them. Publication of this notice in the Official Journal is not to be understood as a waiver of this exemption by the contracting authority.

VI.4.4) Service from which information about the review procedure may be obtained

VI.5) Date of dispatch of this notice:



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



REQUEST FOR TENDERS

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

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Annex

Annex 1	Model framework agreement
Annex 2	Model specific contracts for phases 1, 2 and 3
Annex 3	Technical specification
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Annex 6	Template for reports or deliverables (end of phase report)
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Annex 8	Economic offer Form
Annex 9	Templates for selection criteria
Annex 10	Declaration on the form of participation and on subcontractors

1. General context & background

1.1 General context & background

In the water sector, smart metering can lead to more efficient management, through automatic reading and billing, real time leak detection, identification of abnormal consumption patterns and detection of failures in user-meters. There is a big need for better solutions to tackle these challenges.

These challenges are shared by water companies across the European Union. Against this background, several water operators from different Member States (mentioned under point 2.3 below) joined forces and established the SMART.MET Consortium, with the purpose to identify possible solutions to tackle the above mentioned challenges.

The Smart.Met Consortium partners have performed an extensive search to discover possible solutions that can cover these challenges and that are currently available on the market. The outcome of this search showed that the solutions present on the market fail to meet all the needs of water operators, regarding interoperability among systems, non-proprietary technology, battery lifetime, radio signal coverage and two-way communication.

The objective of the SMART.MET PCP is to develop a new cost-effective, efficient interoperable and based on open standard Water Smart Metering System.

The Smart.Met's objectives can be described in the following 'performance indicators':

- 1. a new remote reader system which is capable of:
 - a. real-time reading (within 1 minute); and
 - b. bi-directional communication; and
 - c. completing daily data transmission (by the end of the day may be once or may be transmitted in batches); and
 - d. complying with open standards (in data, security and radio protocols)
- 2. The real-time reading and the daily transmission should not affect the 16 years lifetime of the self-powering meter (e.g. whether it is achieved by re-charging the battery or by creating a more performing battery etc.).
- 3. The meter should be capable of real-time reading for 2 weeks per year.
- 4. The developed solution should enable the procurers to activate on-demand the real-time data reading for the purpose of investigation or studies of consumption patterns, events occurrence (e.g. water pollution, network damages, general condition for maintenance planning etc.).
- 5. The list of functional requirements is described in detail in Annex 3 "Technical Specifications".

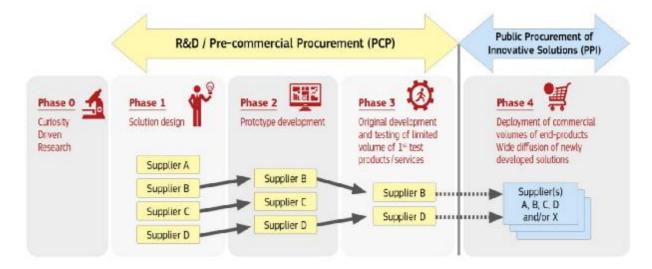
For detailed information see Annex 3 - Technical specification.

1.2 Pre-commercial procurement

The start of this PCP procurement was preceded by an open market consultation (see summary and Q&A on http://www.smart-met.eu/open-market-consultation). Since the Open Market Consultation did not reveal the existence of commercially available solutions

that fully address the above described common challenge, the Smart.Met Consortium partners have decided to deploy this procurement as a pre-commercial procurement (PCP).

PCP means that public procurers challenge innovative players on the market, via an open, transparent and competitive process, to develop new solutions for a technologically demanding mid- to long-term challenge that is in the public interest and requires new R&D services.



PCP is characterised by the following four features:

1. <u>Competitive development in phases to identify the solutions offering the best value for money</u>

PCP targets situations that require radical innovation or R&D and for which there are typically no solutions on or close to the market yet. Different competing providers may have different ideas for solutions to the problem. As R&D is yet to take place, there is not yet any proof as to which of these potential alternative solutions would best meet customers' needs.

PCP therefore awards R&D contracts to a number of competing contractors at the same time, in order to compare different approaches to solving the problem. It thus offers innovators an opportunity to show how well their solution compares with others. It also allows a first customer test reference to be obtained from countries of the procurers that will test the solutions.

The R&D is split into 3 phases (solution design, prototyping, original development and testing of a limited set of 'first' products or services). Evaluations after each phase progressively identify the solutions that offer the best value for money and meet the procurers' needs. This phased approach allows successful contractors to improve their offers for the next phase based on lessons learnt and feedback from procurers in the previous phase. Using a phased approach with gradually growing contract sizes per phase also makes it easier for smaller companies to participate in the PCP and enables SMEs to grow their business step-by-step with each phase.

Depending on the outcome of the PCP, procurers may or may not decide to follow-up the PCP with a public procurement to deploy the innovative solutions (PPI).

2. Public procurement of R&D services

PCP addresses mid- to long-term public procurement needs for which either no commercially stable solutions yet exist on the market, or existing solutions exhibit structural shortcomings that it requires further R&D to resolve. PCP is a way for procurers to trigger the market to develop new solutions that address these shortcomings. PCP focuses on specific identified needs and provides customer feedback to businesses from the early stages of R&D. This improves the likelihood of commercial exploitation of the newly developed solutions.

PCP is explained in the PCP communication COM/2007/799 and the associated staff working document SEC/2007/1668. The R&D services can cover research and development activities ranging from solution exploration and design, to prototyping, right through to the original development of a limited set of 'first' products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards. PCP does not include quantity production or supply to establish the commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements.

3. <u>Open, transparent, non-discriminatory approach — No large-scale deployments</u>

PCP is open to all operators on equal terms, regardless of the size, geographical location or governance structure. There is, however, a place of performance requirement that they must perform a predefined minimum percentage of the contracted R&D services in EU Member States or Horizon 2020 associated countries.

Any subsequent public procurement of innovative solutions (PPI), for the supply of commercial volumes of the solutions, will be carried out under a separate procurement procedure. Providers that did not take part in this PCP (or were not chosen to go through as far as the last phase) will thus still be able to compete on an equal basis in any subsequent procurement looking for contractors to provide a solution on a commercial scale.

4. Sharing of IPR-related risks and benefits under market conditions

PCP procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development. Giving each contractor the ownership of the IPRs attached to the results it generates during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). Moreover, the procurers must receive rights to use the R&D results for internal use and licensing rights subject to certain conditions.

5. Ownership of the results (foreground), pre-existing rights (background) and side-ground (including intellectual and industrial property rights)

All Pre-existing rights (Background IPR) and sideground IPR remain the property of the Party introducing the same (the Lead Procurer, SMART.MET Procurers or any third party supplier that owns it) and nothing contained in the Framework Agreement or any license

See also Article XV(1)(e) WTO GPA 1994 and the Article XIII(1)(f) of the revised WTO GPA 2014.

contract pertaining or pursuant to the Project shall affect the ownership rights of either party (or any third party) in its Pre-existing rights.

The Contractor shall within [2] weeks of the signing of the Framework Agreement provide the Lead Procurer with (i) full information in writing about what relevant and significant Intellectual Property Rights it (and/or any of its subcontractors) holds or is using or has access to (e.g., via its sub-contractors) at the date of the Framework Agreement that pertains or may pertain to the SMART.MET PCP Project or any part thereof and (ii) a list of the software necessary for the operation of the prototype and first test series products that will be developed during the PCP, specifying which software is closed source software. An updated list (to the extent necessary) must be provided with each proposal for the next Phase. The Contractor must duly inform the Lead Procurer about the generation of/changes in pre-existing rights and Side-ground within [5] days from the generation /change.

The Contractor shall, upon request of the Lead Procurer or any of the SMART.MET Procurers, provide the latter non-exclusive license to use the relevant and significant Pre-existing (Background) IPR rights that are needed for using the Results and for the purpose of executing the Project as well as for non-commercial research purposes, including (clinical) trials set up to test the validity of the Results. Such licensing shall be done on fair, reasonable and non-discriminatory (FRAND) terms.

The Results and Intellectual Property Rights generated by the Contractor in the course of this agreement (Foreground IPR) shall belong to the Contractor. The Contractor will provide each of the SMART.MET Procurers an irrevocable, indefinite, worldwide, royalty-free, non-exclusive license to use, non-commercially and at no additional cost, all Project Results, including Project Intellectual Property Rights of what has been achieved with regard to the implementation of the solution design (Phase I), the prototype development (Phase II) and the original development of a limited volume of first products (Phase III). In case of Results that constitute software, the non-commercial research license will extend to all updates and upgrades thereof during the trials set up to test the validity of the Results.

If the Contractor (or any of its sub-Contractors) generates Project Intellectual Property Rights, whether the Contractor (or sub-Contractors) intends to file for protection of it or not, the Contractor shall, within 30 days from such generation, inform the Lead Procurer about the contents of such Project Intellectual Property Rights.

The Project Intellectual Property Rights shall remain vested within the Contractor. Subject to next point 7 "Commercial exploitation of results", the Lead Procurer or any of the SMART.MET Procurers shall enjoy the right to require the Contractor, upon express request from the Lead Procurer, to transfer the ownership of the Results to the Lead Procurer free of costs or to grant non-exclusive licenses to third parties on the Results and Foreground IPR developed in the Project, at fair and reasonable market conditions. The Contractor and these third parties are responsible for establishing the fair market conditions.

6. Exploitation of Intellectual Property Rights

The Contractor shall inform the Lead Procurer of any Results which are capable of commercial exploitation, whether patentable or not, within 30 days from when they are generated. The information submitted to the Lead Procurer must include information about the contents of the Results, the confirmation by the Contractor to protect them and the planned timing for protection.

Unless otherwise provided in the Agreement and subject to next point 7 "Commercial exploitation of results", the Contractor shall take all appropriate and necessary measures to ensure the proper management and protection of the Project Intellectual Property Rights.

The Contractor shall at its own costs be responsible for the application, examination, grant, maintenance, management and defence of the Project Intellectual Property Rights in the Results and in particular, but without limitation, it shall ensure that:

- a) the Results of the Project are identified, recorded and carefully distinguished from the outputs of other Research and development activities not covered by the Project;
- b) prior to any publication on the Project, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the relevant Member State or European Patent Office; and
- c) all such patent applications are diligently executed and prosecuted having regard to all relevant circumstances.

If the Contractor becomes aware of any product or activity of any third party that involves or may involve infringement or other violation of the Project Intellectual Property Rights, or any other proprietary right on the Results, the Contractor shall promptly notify the Lead Procurer of the infringement or violation.

Unless otherwise provided in this Agreement or unless the Project Intellectual Property Rights are assigned to the Lead Procurer and the SMART.MET Procurers pursuant to next point 7 "Commercial exploitation of results", the Contractor shall take all appropriate measures to protect or defend said Project Intellectual Property Rights, or any other proprietary right on the Results. The Contractor shall have the conduct and bear the costs of such proceedings. The Lead Procurer shall however:

- a) have a monitoring/audit right on the conduct of the proceedings and the Contractor agrees to take the Lead Procurer's comments on the conduct of the proceedings in due consideration, and
- b) provide reasonable assistance to the Contractor with respect to bringing any action.

If the Contractor does not seek protection for Project Intellectual Property Rights, or any other proprietary right on the Results that should be protected, the Lead Procurer has the right to request that the results are transferred to the SMART.MET Procurers.

The Contractor shall permit the Lead Procurer to monitor the operation and effectiveness of the Contractor's procedures for the management of Project Intellectual Property Rights in such a way as the Lead Procurer considers reasonably necessary.

The Contractor shall ensure the good management of Project Intellectual Property Rights consistent with the terms and conditions of the present Agreement:

- the Contractor shall promote the dissemination of the Results of the Project; and
- where they are capable of exploitation, exploit commercially the Project Intellectual Property Rights as well as the other Results (even if they cannot be protected by Intellectual Property Rights) to generate revenue by marketing commercial applications thereof; and
- the Contractor shall refer to its participation to the project, the means of PCP related to the project and the H2020 grant of the European Commission.

7. Commercial exploitation of results

The Contractor shall take measures to ensure that Project Results are exploited commercially for at least four years after the end of the Framework agreement.

The Lead Procurer has the right to monitor how the Contractor will commercially exploit the Project Results during the 4 year period aforementioned.

If the Contractor fails to commercially exploit the Results within this period, or uses the Results to the detriment of the public interest, the Contractor shall, according to the provisions of previous point 5 "Ownership of the results (foreground), pre-existing rights (background) and side-ground (including intellectual and industrial property rights)", at

the Lead Procurer's request, transfer the ownership of the Results to the Lead Procurer free of costs or sub-licenses IPRs to third parties indicated by the Lead Procurer.

8. Ownership of the Results and access rights to Results

Subject to the terms and conditions of this section, the Material shall be the sole property of the Contractor and shall be subject to the Contractor's use, commercially or otherwise, including use in publications, communications or in submissions to any governmental agency.

Delivery of hardware, software, and reports

Delivery of the solution is, where applicable, used in the sense of delivery of developed software and hardware in and for the SMART.MET PCP Project, and installation comprising all necessary components, enabling an evaluation of a working prototype and pre-series model. Technical support and adequate instruction by the manufacturer are also mandatory.

In Phase I, a delivery of hardware and/or software is not applicable. However, a feasibility study/solution exploration study and an end of Phase report are necessary.

The delivery described above is also applicable for Phase II. A sufficient number of prototype models have to be delivered by the Contractor to be able to test in all 5 locations mentioned in the PCP Call for Tender.

The delivery described above is also applicable for Phase II. A sufficient number of preseries models have to be delivered by the Contractor to be able to test in all 5 locations mentioned in the PCP Call for Tender.

The Project Intellectual Property Rights on the aforementioned prototypes or pilot systems shall be vested in the Contractor, who shall license them to the Lead Procurer and the other SMART.MET Procurers, in accordance with point 5 "Ownership of the results (foreground), pre-existing rights (background) and side-ground (including intellectual and industrial property rights)" above.

Ownership of the Results and access rights to Results after Phase III

In case of Results that are an implementation of design specifications into simulations, prototypes, demonstrators or first products /services, the access rights are limited to a duration of the project (until June 30th 2021) and to the following purposes for fulfilling the R&D objectives of the PCP: to develop a new cost effective, efficient, interoperable, based on open standard (drinking) Water Smart Metering System; such a solution must be capable to identify performance issues, improve customer service, optimize the supply of water to the consumers. It should work both way, (i) reduction of consumption decided and operated by the consumer (receiving real time data) and (ii) decided and operated by the suppliers adapting the network to real time demand.

The Contractor may transfer ownership of its results — unless this is prohibited (or restricted) by the security obligations and provided that it ensures that its obligations (in respect of the results) apply to the new owner and that this new owner is obliged to pass them on in any subsequent transfer (e.g. by including a requirement to do so in their arrangements with the new owner).

In case there are procurers in the SMART.MET Procurers group that still have (or may still request) access rights to the Results, the Contractor must give them at least 45 days advance notice of its intention to transfer ownership of the results. This notification must include sufficient information on the new owner to enable the interested procurers to assess the effects on their access rights. A procurer can object within 30 days of receiving notification, if it can show that the transfer would adversely affect its access

rights. Should an objection be raised, the transfer may not take place until agreement has been reached between the parties concerned.

The Contractor is required to deposit copies of results (e.g. the source code and design specifications), under an ESCROW agreement designed to guarantee the SMART.MET Procurers group continued access to results in the case of financial bankruptcy of the Contractor (or any of its subcontractors).

1.3 Exemption from EU public procurement directives, the WTO Government Procurement Agreement (GPA) and EU state aid rules

PCP procurements are exempted from the EU public procurement directives because the procurers do not retain all the benefits of the R&D (the IPR ownership stays with the contractors).²

They are also exempted from the WTO Government Procurement Agreement (GPA) because this Agreement does not cover R&D services³ (the PCP being limited to such services — and any subsequent PPI procurements relating to commercial-scale supply of such solutions not being part of the PCP procurement).

PCP procurements do not constitute state aid under the EU state aid rules⁴ if they are implemented as defined in the PCP communication⁵, namely by following an open, transparent, competitive procedure with risk- and benefit-sharing at market price. (The division of all rights and obligations (including IPRs) and the selection and award criteria for all phases must be published at the outset; the PCP must be limited to R&D services and clearly separated from any potential follow-up PPI procurements; PCP contractors may not be given any preferential treatment in a subsequent procurement for provision of the final products or services on a commercial scale).

1.4 Terms and conditions - List of acronyms

Definitions

As used in this document, the following capitalized terms and expressions shall have the meaning ascribed to them below:

"Assessment" / "Evaluation"	means the process of analysis to determine whether the specific requirements relating to a process, system, product, person or body are fulfilled;
"Award Criteria"	means, for each Phase, the criteria used to identify the most economically advantageous tender;
"Common Challenge"	means the shared need / problem identified by the procurers in the Smart.Met Buyers Group for which a common solution is sought, namely, the development of a new remote reader system which is capable of real-time reading and of bi-directional communication, and complete daily data transmission while complying with open standards, in line with the provisions of the PCP Call for Proposals

² See Article 16(f) of Directive 2004/18/EC (Article 14 of Directive 2014/24/EU), Article 24(e) of Directive 2004/17/EC (Article 32 of Directive 2014/25/EU) and Article 13(f)(j) of Directive 2009/81/EC.

See Point 33 of the <u>Commission Communication on a framework for state aid for research and development and innovation</u> (C(2014) 3282).

See the EU's Annex IV of Appendix I to the WTO GPA.

Commission Communication: Pre-Commercial Procurement: driving innovation to ensure sustainable, high quality public services (COM(2007) 799) and PCP staff working document (SEC(2007)1668).

"Completion Date"	means the date for the completion of an individual Phase or for the Project as whole;
"Confidential Information"	means any and all information (including, without limitation, documents, presentations, evaluations, drafts, outlines, notes, methodologies of technical, financial or other business nature) transmitted in whatever form or mode of communication, which is disclosed by one party to the other party in connection with the Project during and/or for the purpose of its implementation, and which has been explicitly marked as "confidential" or ought to be considered as confidential in the normal course of business at the time of disclosure (regardless of the way in which it is conveyed or on whatever media it is stored);
"Contractor"	means the entity/entities which have been successful in the Pre- Commercial Procurer;
"Contractor's staff"	means the Contractor's representative and all employees, consultants, agents and directors of the Contractor as well as any subcontractors which the Contractor engages in relation to the Project and their employees, consultants, agents and directors;
"Day(s)"	means calendar Days save where the context otherwise requires;
"Data"	means any documents, reports, databases, and other information resulting from, collected or developed in the performance of the Project, and/or used for the purposes of the Project, which can be processed manually, electronically or by other means;
"Evaluation committee"	means a committee of experts in the field of the Project, and/or technical experts, and/or general business experts, appointed by the Lead Procurer in its sole discretion;
"End of Phase Report"	means a report in written form to be submitted by the Contractor for that particular Phase to the Lead Procurer after each completed Phase of the Project, containing all information that is required in the End of Phase Report Form;
"Fair and reasonable market conditions"	means appropriate conditions, including financial terms, or royalty-free conditions for licensing a patented solution, taking into account the specific circumstances of the request for access (for example, the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged);
"Framework Agreement"	means agreement in its entirety and any and all of the documents forming an integral and substantial part thereof, resulting from this Joint Pre-Commercial Procurement procedure, signed by the Contractor and the Lead Procurer, the latter acting on its own account and on behalf of the SMART.MET Procurers;.
"Failure to commercially exploit Results"	means not marketing a commercial application of the Results (directly or indirectly, through a subcontractor or licensee).
"Functional Specifications"	means the specifications set out in the SMART.MET PCP Request for Tenders document defining the required characteristics and set of functions and performance levels of the outcome of the Project;

"Generated in the PCP"	means activities described in the PCP framework agreement or specific contracts
"H2020"	means the Horizon 2020 Programme of the European Union;
"Intellectual Property Rights"	means any and all patent rights (including but not limited to, extensions, improvement patents, supplementary protection certificates), inventions (whether or not patentable or capable of registration), trademarks, service marks, copyrights, topography rights, design rights and Database rights, (whether or not any of them are registered or registerable and including applications for registration, renewal or extension of any of them), trade secrets and rights of confidence, trade or business names and domain names and including applications for registration, renewal or extension of any of them, and any other rights or forms of protection of a similar nature which have an equivalent or similar effect to any of them which may now or in the future exist anywhere in the world;
"Internal use"	means usage of data, software or other products produced/developed during the Project for evaluation and research purposes;
"Key staff"	means the staff employed or sub-contracted by the Contractor for the purpose of delivering the R&D services under the Framework Agreement;
"Language"	means the English Language unless otherwise agreed;
"Material"	means any report, executive summary, paper, abstract or other document or media provided by the Contractor;
"Minimum quality of a report"	 the report can be read by somebody who is familiar with the topic, but not an expert. the report gives insight in the tasks performed in, and the results of, the project. the report is made using the End of Phase Report Form or (if applicable) the milestone report form, and the requirements of this form have been met. the report contains all information and data as required in the relevant Tender Documents.
"Minimum quality of a demonstration"	 the demonstration can be understood by somebody who is familiar with the topic, but not an expert. This could, for instance, be somebody with operational but not technical knowledge; the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained; the demonstration is accessible to parties appointed by the public procurer, unless these are direct competitors of the Contractor (as agreed between the Parties, acting reasonably);

"Month"	means calendar month;
'Not generated	means not generated in activities described in the PCP framework
in the PCP'	agreement or specific contracts;
"PCP"	means Pre-Commercial Procurement as defined by the European Commission Communication COM (2007) 799 final, 14.12.2007;
"Performance Conditions"	means the Contractual obligations of the Tenderer as set out in the Framework Agreement;
"Personal Data"	has the meaning given to it in section 1 of the Data Protection Directive (officially Directive 95/46/EC) and its successor the Data Protection Regulation (EU) 2016/679;
"Phase"	means an individual and separate part of the Project, where Phase 1 comprises solution exploration, Phase 2 comprises prototyping, and Phase 3 comprises original development of a limited volume of first products or Services in the form of a test series;
"Pre-existing rights" (i.e., background)	means any data, know-how or information — whatever its form or nature (tangible or intangible), including any attached rights such as intellectual property rights ('background IPRs') — that is held prior to the signing of the framework agreement, identified by the parties involved in the PCP as background and needed to implement the PCP or exploit the results of the PCP;
"Price"	means the total Price (excluding VAT) agreed between the parties for each Phase of the Project, to be paid by the Lead Procurer to the Tenderer for each such Phase, subject to the terms and conditions of this Agreement;
"Project"	means the Research and development Services as well as deliver a highly interoperable software solution that are required by Tenderers to complete Phases 1, 2 and 3 and to generate the Results;
"Project Intellectual Property Rights"	means new Intellectual Property Rights arising from the Services and/or the Results and excluding Sideground and Pre-existing rights;
"PCP Request for Tender document"	means the invitation documents on which the tenders for the award of the work order for Phase 1 were submitted;
"Results" (i.e., foreground)	means any tangible or intangible output, such as data, knowledge or information, that is generated in the PCP, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights ('attached IPRs' or 'IPRs attached to the results');
"Satisfactory completion of a Phase"	 that the work proposed in the submitted tender has been carried out; that the funds have been allocated and the work has been carried out according to the planned objectives and to the on/off award criteria (place of performance, public funding and R&D definition criteria); that the required reports/demonstrations for that phase

"Services" and	 have been submitted on time; that the required reports/demonstrations for that phase are delivered at minimum quality levels; and that the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractor has duly protected and managed IPRs generated in the respective phase); means the Services being provided by the Contactor in fulfilment
also "R&D Services"	of the Framework Agreement and any work order issued through it;
"Sideground"	means any data, know-how or information — whatever its form or nature (tangible or intangible), including any attached rights such as intellectual property rights ('Sideground IPRs') — that is generated during the timespan of the PCP but not in the PCP and needed to implement the PCP or to exploit the results of the PCP;
"Sub-Contract"	any contract or agreement or proposed contract or agreement between the Contractor and any third party (the "subcontractor") whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Successful completion of a Phase"	means: - that the contractor has satisfactorily completed all milestones of that particular PCP Phase; and - that the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve); and - that the results of the R&D are considered to be promising, where 'Promising' means: - for phase 1, that the feasibility is convincing - for phase 2, that the feasibility, the applicability in an operational setting and the potential impact of the product is convincing;
"Tender Documents"	means all documents issued or published by the Lead Procurer as part of the PCP process and made available on its website and on TED, including without limitation the Contract Notice (TED notice), the Tender Regulation, the Technical Specifications, the Framework Agreement, the subsequent Phase Contracts (to the extent these are awarded to the Contractor) and any annexes thereto. In particular, Terms and conditions of the tendering subject are set out in the "Contract Notice" (TED Notice), in the Tender Regulation and in this Framework Agreement". For each specific lot, the technical specification, the required research and development services, the general and specific technical requirements are contained in the document "Technical Specifications". This document Framework Agreement" refers to

	the specific type of research and development service, with the
	attached documentation, for each type of service.
"Tender Notice"	means the SMART.MET PCP Tender Notice date, which was made
	available on TED (Tenders Electronic Daily) at [];

Acronyms

Acronyms	Explanation
AI	Artificial Intelligence
ANAC	National Anti-Corruption Authority
Art.	Article
Artt.	Articles
D.Lgs.	Legislative Decree
D.P.R.	Presidential Decree
EEIG	European economic interest grouping
EU	European Union
GPA	Government Procurement Agreement
IPR	Intellectual Property Rights
L.	Law
LCC	Life-cycle cost
ОМС	Open Market Consultation
PCP	Pre-Commercial Procurement
PPI	Public Procurement of Innovative Solutions
Q&A	Questions and Answers
R&D	Research and Development
SME's	Small and Medium Enterprises
VAT	Value Added Tax
WTO	World Trade Organisation

1.5 Applicable legislation

This PCP project, the entire PCP procedure and the subsequent contract implementation will be carried out in full compliance with the provisions under Italian law and in line with the European legal framework governing pre-commercial procurement. This PCP project will also follow the rules established under the PCP communication COM/2007/799 and the associated Staff Working Document SEC/2007/1668.

The law currently regulating public procurement in Italy is the Legislative Decree. n. 50 of 18 April 2016 (Code of Public Contracts). However, in the Italian regulatory context, PCP is covered by a specific exemption from the application of the Code of Public Contracts. Accordingly, pursuant to art. 158, paragraph 2 of the Code of Public Contracts, which regulates the implementation of pre-commercial procurement as outlined by the Communication of the European Commission no. 799/2007, this pre-commercial procurement is subject solely to the observance of the principles stablished by art. 4 of

the same law. Specifically, art. 4 of the Code of Public Contracts (principles relating to excluded contracts), as mentioned in the "Comunicato del Presidente ANAC del 9 marzo 2016" (*In English*: Communication of the President of the National Anti-Corruption Authority of 9 March 2016), requires that the award of public contracts that are not or not fully subject to the provisions thereof, shall take place in accordance with the general principles of economy, effectiveness, impartiality, equal treatment, transparency, proportionality, publicity, environmental protection and energy efficiency.

Therefore, this PCP shall be solely subject to the general principles of public procurement set out above and will be awarded following an open procedure. Further provisions contained in the Code of public contracts shall only apply when specifically mentioned in this PCP Request for Tenders and by additional tender documents which, in their unity, constitute the *lex specialis* of the tender; if such specific provisions refer to further legal provisions, the latter shall also only apply if these are specifically mentioned in this PCP Request for Tenders.

Furthermore, given the above mentioned legal qualifications, the Smart.Met PCP project is also subject to the provisions of the European Treaty for the Functioning of the European Union, as confirmed by the European Court of Justice in the Commission's Interpretative Communication on the law applicable to procurement contracts not or only partially regulated by the "public procurement" directive. (2006 / C 179/02).

In addition to the above, the following legal deeds shall also apply to this PCP:

- Legge 7 agosto 1990, n. 241 Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi. (GU Serie Generale n.192 del 18-08-1990)- D.P.R. 28 dicembre 2000, n. 445 Testo unico delle disposizioni legislative e regolamentari in materia di documentazione amministrativa. (Testo A). (GU Serie Generale n.42 del 20-02-2001 Suppl. Ordinario n. 30) (in English: Law of 7 August 1990 n. 241 regarding the general law on administrative proceedings and Presidential Decree of 28 December 2000 n. 445 regarding the consolidated text of the laws and regulations on administrative documentation);
- D.Lgs. 2 luglio 2010, n. 104 Attuazione dell'articolo 44 della legge 18 giugno 2009, n. 69, recante delega al governo per il riordino del processo amministrativo. (10G0127) (GU Serie Generale n.156 del 07-07-2010 Suppl. Ordinario n. 148) (in English: Legislative Decree of 2 July 2010, n. 104 on the reform of administrative judicial procedure),
- D.Lgs. 6 settembre 2011, n. 159 Codice delle leggi antimafia e delle misure di prevenzione, nonché nuove disposizioni in materia di documentazione antimafia, a norma degli articoli 1 e 2 della legge 13 agosto 2010, n. 136. (11G0201) (in English: Legislative Decree of 6 September 2011 n. 159 regarding anti-mafia legislation);
- D.Lgs. 18 April 2016, n. 50 Implementation of directives 2014/23/EU, 2014/24/EU and 2014/25/EU on the awarding of concession contracts, on public procurement and procurement procedures of entities operating in the water, energy sectors, transport and postal services, as well as for the reorganization of the current legislation on public contracts relating to works, services and supplies Code of public contracts);
- D.Lgs. 9 aprile 2008, n. 81 Attuazione dell'articolo 1 della legge 3 agosto 2007, n.
 123, in materia di tutela della salute e della sicurezza nei luoghi di lavoro. (GU Serie Generale n.101 del 30-04-2008 Suppl. Ordinario n. 108) (in English:

Legislative Decree of 9 April 2008 n. 81 on the protection of health and safety at work);

- Legge 22 aprile 1941, n. 633 Protezione del diritto d'autore e di altri diritti connessi al suo esercizio (modifiche introdotte dalla Legge 248/200, dal D.Lgs. 95/2001, dal D.Lgs. 68/2003, dal D.L. 72/2004, dal D.L. 7/2005, dal D.Lgs. 118/2006, dal D.Lgs. 140/2006 e dalla Legge 9 gennaio 2008, n. 2) (in English: Law of 22 April 1941 n. 633 and Legislative Decree of 10 February 2005 n. 30 on the protection of copyright and other rights related to its operation);
- D.Lgs. 10 febbraio 2005, n. 30 "Codice della proprietà industriale, a norma dell'articolo 15 della legge 12 dicembre 2002, n. 273" pubblicato nella Gazzetta Ufficiale n. 52 del 4 marzo 2005 Supplemento Ordinario n. 28 (*in English:* Legislative Decree 10 February 2005, n. 30 "Code of industrial property);
- Legge 13 agosto 2010, n. 136 Piano straordinario contro le mafie, nonché delega al Governo in materia di normativa antimafia. (10G0162) (GU Serie Generale n.196 del 23-08-2010) (*in English*: Act of 13 August 2010 n. 136 on the traceability of payments).

Tenderers are required to read, be aware of and comply with all the above mentioned legislation.

1.6 Responsible for the procedure

The person deemed solely responsible for the procedure (Responsabile Unico del Procedimento) will be dott.ing. Fabio Trolese of Viveracqua.

1.7 EU funding

This PCP procurement is part of a project that is funded by the European Union's Horizon 2020 Research and Innovation Programme, under grant agreement No 731996 - SMART.MET (see www.smart-met.eu).

The procurement must therefore comply with the rules imposed by the EU Horizon 2020 grant agreement, in addition to the rules under the legal framework mentioned at point 1.5 above.

i For more information, see 'innovation procurement' and 'links to regional policy' in the <u>Participant Portal Online Manual</u>.

🛕 Attention: The EU is not participating as a contracting authority in this procurement.

2. <u>Tender profile: Services to be procured, tender closing time, procurers, contracting approach, budget, timetable and IPR</u>

2.1 Description of services to be procured

Motivation for the PCP

SMART.MET will drive the development of advanced smart water metering technologies through a joint Pre-Commercial Procurement (PCP), initiated and carried out by a group of public water operators having established the SMART.MET Consortium. PCP helps to improve the quality of public services through innovative solutions, increases the

efficiency of R&D expenditures, reduces the supplier lock-in and speeds-up the time-to-market for firms.

The PCP launched by the water public operators within the SMART.MET Consortium aims at the development of a new cost-effective, efficient, interoperable and based on open standard Water Smart Metering System. The PCP initiative will allow to identify performance issues, improve customer service and optimize the supply and consumption, both by the water consumer (adapting consumption according to real time data) and by the water supplier (adapting water supply and the network to real time demand), provide end-users/citizens with real time data of their individual water consumption patterns as a demand management strategy to affect these patterns and reduce individual consumption.

The common challenge has been identified, defined and assessed by the procurers within the Smart.Met Consortium. Once this step has been completed, an extensive open market consultation was organized to verify these initial findings and to share the identified common need with the industry and research sector with the purpose of validating that the innovation need is suitable to be tackled with a PCP and to design properly the procurement model. The open market consultation comprised of (i) an initial questionnaire published on the project website (http://www.smart-met.eu/omc-survey/), inviting potential vendors to provide written contributions and (ii) Four Open Market Consultation (OMC) Meetings which were organized in four different European Member States (Italy, Spain, Belgium and Hungary). The outcome of the OMCs showed that a number of requirements are not covered by any solution found on the market while none of the identified solutions on the market covers all the other commercial requirements. An in-depth analysis has been performed, by consultation of scientific and technical publications and a prior patent search. The conclusions about the innovation need to build an innovative solution able to meet uncovered functionalities and a shared open protocol are justified by the results of the preliminary activities.

In light of the above, Pre-Commercial Procurement (PCP) seemed to best meet the objectives of the Consortium in the Smart.Met project, as this innovation procurement methodology allows for the necessary R&D for a truly novel smart metering solution to be procured in the most efficient and competitive way and with the least amount of fragmentation.

In the innovation cycle designing the transformation of an idea into a marketable product or service, PCP entails the use of competitive development in phases, which refers to the competitive approach used in PCP by procurers to buy R&D from several competing R&D providers in parallel to compare and identify the best value for money solutions on the market to address the PCP challenge.

Preparation for the PCP

Several steps have been undertaken for a proper preparation of this PCP project (including the setting up of a Technical Assessment Committee, the training of the water companies' staff regarding the use and implementation of PCP, the identification and assessment of the common challenge and the follow-up verification through a patent search and an open market consultation).

Open market consultation

The project has benefited from an analysis of the state-of-the-art conducted by the Consortium partners in 2017, aiming at detecting innovation gaps. The study has been the starting point of the technology scanning and analysis of the state-of-the-art. Furthermore, as preparation for this PCP, a prior information notice (PIN) was published (http://www.smart-met.eu/omc-announcement) and an open market consultation was organized. The Smart.Met market consultation comprised of a questionnaire (https://www.surveymonkey.com/r/WM5GFDO) and four market consultation events with the purpose to inform the market on the upcoming planned PCP to develop an innovative smart metering solution, to convey the Smart.Met vision for this solution and to receive feedback on the goals of the project, the feasibility and the current technological status regarding the identified common challenge (see summary and Q&A on http://www.smart-met.eu/open-market-consultation).

During the OMC events, the Smart.Met Consortium initiated an open dialogue with the participants (which included the following categories: potential suppliers, technology vendors/developers and water industry stakeholders), during which the market was provided with information regarding our envisaged project and given the possibility to give feedback regarding the feasibility and other aspects of the proposed project. A total number of 90 companies participated in the OMC.

Following the results of all the Open Market Consultation activities, the Smart.Met Project had a better picture of which functional requirements vendors consider achievable with currently available technologies and which instead could apply to be considered effectively an uncovered requirement. Overall it clearly emerged that the identified common challenge cannot be integrally covered with currently available solutions or solutions ready for market introduction and thus a Beyond-State-of-the-Arts Solution is needed.

The first and most relevant outcome was the lack of a unique, common, open, free accessible communication and application protocol enabling a EU-wide accepted standard. Such a protocol is the fundamental condition to ensure interoperability between solution components developed by different vendors competing on the same open market and also open the door to the interchangeability concept.

Furthermore, the following requirements following the OMC activities, are considered to be uncovered by currently available Solutions:

- a) Smart Meter Centralised Back-up and Synching
- b) Smart Meter Schedulable On-demand Bi-Directional Communication
- c) Smart Meter Self Diagnostic Alerting Functions
- d) Network Sided Leakage Detection
- e) Smart Meter Remote Firmware Update

It should be reminded that none of the currently available solutions cover all the other functional requirements that have been identified to provide for a proper solution of the Need.

For a detailed description of the technical and functional requirements, please see Annex 3 attached.

PCP common challenge

This procurement is for R&D services to develop solutions to tackle the following common challenge: there is a clear need for the development of a new cost effective, efficient, interoperable, based on open standard (drinking) Water Smart Metering System. Such a solution must be capable to identify performance issues, improve customer service, optimize the supply of water to the consumers. It should work both way, allowing for a reduction of consumption (i) decided and operated by the consumer (receiving real time data) and (ii) decided and operated by the suppliers adapting the network to real time demand. The solution will allow to decrease operating costs and better prioritize and plan infrastructure investments, preventing contractor and technology lock-in situation in the market and long-term dependency of water operators on technology providers.

Beside some unmet needs that will be addressed by the 'common challenge' to offer innovative services to better understand water consumption by Distributor and end-user, there are more advanced and uncommon functionalities described below.

Leakage detection and investigation: The potential availability of daily water consumption data will give the possibility to improve awareness of usage. The utilities will be informed of water consumption data. They will be able to compare data among different meters: water pumped into the main pipes and water used by customers. In order to detect where a possible leakage is, we need to compare the total amount of water flowing in with the total amount of water flowing out at a certain time on the network portion we are considering. This means that the clocks that are on-board on each meter need to be synchronized with a master reference clock. Through a real-time measure of flows on different portions of the meshed network and the real-time transmission of those information, it will be possible to analyse and identify the leakage point with a certain approximation. This should solve leakages detection on the network pipes, while for those to find by the final user household, very often, new meters already have a special detection algorithm based on the sensing of a continuous water flow for long periods and an alerting system to notify the problem.

Reverse Flow detection and alerting: the possibility to detect a reverse flow in the pipes that could arise from a flood incoming somewhere in the network area, it is a functionality that can be delivered by means of a human supervised control and management approach or a totally automated solution that could involve an A.I.(Artificial Intelligence) algorithmic solution. In both cases, regardless the automation level the system could feature, an action must be carried out to close or limit the incoming potentially polluting reverse flow by means of a valve closure.

From a technical point of view, both those functional challenges involve a bi-directional transmission capability of the solution.

For a detailed description of the common challenge focus, please see Annex 3 attached.

The Smart.Met's objectives can be described in the following 'performance indicators':

1. a new remote reader system which is capable of:

- a. real-time reading (within 1 minute); and
- b. bi-directional communication; and
- c. completing daily data transmission (by the end of the day may be once or may be transmitted in batches); and
- d. complying with open standards (in data, security and radio protocols)
- 2. The real-time reading and the daily transmission should not affect the 16 years lifetime of the self-powering meter (e.g. whether it is achieved by re-charging the battery or by creating a more performing battery etc.).
- 3. The meter should be capable of real-time reading for 2 weeks per year.
- 4. The developed solution should enable the procurers to activate on-demand the realtime data reading for the purpose of investigation or studies of consumption patterns, events occurrence (e.g. water pollution, network damages, general condition for maintenance planning etc.).
- 5. The list of functional requirements is described in detail in Annex 3 "Technical Specifications".

With technology currently in use, there is no way to timely detect and intercept reverse flow events. If it happens it's always too late to take an action to prevent or even to recover from such a problem.

Likewise, leakage detection, with the state of the art technology currently available on the market, is carried out by field technicians by means of noise sensors manually applied and moved along the water pipes. This process allows to get closer and closer to the noise sourced by the leakage itself until its detection.

The Smart.Met project is seeking a beyond-state-of-the-art solution to tackle all these challenges in an innovative way, to improve the quality of the service to end-users (e.g. reverse flow detection and valve closure) and to ensure efficiency improvement (e.g. through fully automated leakage detection) in terms of process innovation, execution time and lower costs.

Expected outcomes (per phase)

Here we describe the objectives, their associated output and results and the tasks to be carried out (milestones and deliverables) for each of the three phases:

Expected outcomes	
Phase 1: Solu	ution Design
Objective:	Perform research to:
	1. elaborate the solution design and determine the approach to be taken to develop the new solutions and
	2. demonstrate the technical, financial and commercial feasibility of the proposed concepts and approach to meet the procurement need
results:	The technical and functional specification of the solution will be delivered along with a reference architecture. A feasibility study will describe the financial and the technical justifications to carry on the project challenge.

Milestones an	d deliverables	By when?	How?	Output and results
Milestones:	M1.1) Phase 1 Kick-off	20/12/2018	Solution design start	
Milestones:	M1.2) Feasibility Study Delivered	20/02/2019	Delivery of the document (see related deliverable section)	Description of a practical implementation of the solution considering technical and financial aspects and the potential impact on the buyer's organisation.
	M1.3) IPRs management	20/02/2019	Delivery of the document (see related deliverable section)	Description of the measures conceived to protect the IPRs and the results of this Phase. List the names and location of personnel that carried out the R&D activities
	M1.4) Project Phase Abstract and Phase Results Summary	Respectively at the beginning of Phase 1 and within 60 days from assignment date	Delivery of the document (see related deliverable section)	Description of two more abstracts that must be enclosed to the documents of each Phase
Deliverables:	D1.1) Project Phase Abstract	See the related milestone		
	D1.2) Feasibility Study	See the related Milestone		See the related Milestone
	D1.2a) Technical Feasibility			
	D1.2b) Financial Feasibility			

	D1.2c) General Related Process reference framework D1.3) IPRs Management Annex D1.4) End of Phase Report	See the related Milestone See the related Milestone		See the related Milestone See the related Milestone
Phase 2: Pro	1			
Objective:	·		date prototypes in l	
Output and results:	•	٠.	to submit a test ber ecifications and exp	nch in laboratory for ected costs
Milestones a	nd deliverables	By when?	How?	Output and results
Milestones:	M2.0) Phase 2 Kick-off	19/07/2019	Contract assignment and Prototype Development start	
	M2.1) Solution Prototype Development Medium Term Stage demonstration	17/10/2019	By means of labs work in progress components able to simulate the complete solution	Medium term stage version of an operational prototype of the solution, to demonstrate its capacity to answer to the users' needs.
	M2.2) Solution Prototype Development Final Stage demonstration	20/01/2020	By means of labs work in progress components able to simulate the complete solution	Final stage version of an operational prototype of the solution, to demonstrate its capacity to answer to the users' needs.
	M2.3) Prototype Solution testing and validation	02/03/2020		Testing and validation process completed
	M2.4) General			Delivery of a

	Related Process reference framework update or confirmation		document containing a description of possible changes in process map due to minor changes in the final release
	M2.5) Project Phase Abstract and End of Phase Report	Respectivel y at the beginning and at the end of Phase 2	Delivery of two document the abstracts of the activities of Phase 2
Deliverables:	D2.1) Solution Prototype development medium term stage	17/10/2019	
	D2.1a) Video showing Meter prototype development medium term stage	20/01/2020	Delivery of the Meter component prototype medium term release
	D2.1b) Communication Infrastructure prototype development medium term stage	20/01/2020	Delivery of the communications infrastructure component prototype medium term release
	D2.1c) Control System Software prototype development medium term stage	20/01/2020	Delivery of the Control Room software component prototype medium term release
	D2.2) Solution Prototype development final stage	02/03/2020	Delivery of the prototype components final stage release
	D2.2a) Meter prototype development	02/03/2020	Delivery of the Meter component prototype final

	final stage			stage release
	D2.2b) Communication Infrastructure prototype development final stage	02/03/2020		Delivery of the communications infrastructure component prototype final stage release
	D2.2c) Control System prototype development final stage	02/03/2020		Delivery of the Control Room software component prototype final stage release
	D2.3) Prototype Solution testing and validation	13/03/2020		Testing and validation process completed
	D2.3a) Prototype functional, security and performance testing (component test)	13/03/2020		Component Testing and validation process for functional, security and performance completed
	D2.3b) Prototype functional, security and performance testing (integration test)	13/03/2020		Integration Testing and validation process for functional, security and performance completed
	D2.4) General Related Process reference framework update or confirmation	13/03/2020		Delivery of the document containing an updated process map
	D2.5) Project Phase Abstract and End of Phase Report	See the related milestones	Delivery of the document (see art. 4.1).	
Points to be addressed in report:				_

Phase 3: Pilot development and testing				
Objective:	Original development and field-testing of a limited while functionally complete set of first smart metering test series			
Output and results:				
Milestones ar	nd deliverables	By when?	How?	Output and results
Milestones:	M3.0) Phase 3 Kick-off	16/07/2020	Pilot Project start	
	M3.1) Solution Pilot Site description	31/08/2020	See delivery section	
	M3.2) Solution Pilot Deployment	09/10/2020	See delivery section	Operational trial version of the solution, to demonstrate its capacity to answer to the users' needs in real world conditions deployed.
	M3.3) Progress report on research and development for new open standards	09/10/2020	See delivery section	
	M3.4) Solution Pilot Assessment of successful completion	22/03/2021	See delivery section	Assessment process completed through a final demo with EU representatives
	M3.5) General Related Process reference framework update or confirmation	02/02/2021	See delivery section	Description of possible changes in process map due to minor changes in the Solution Pilot context delivered
	M3.6) IPR Management Annex	By 02/02/2021	Delivery of the document (see art. 4.1)	See the Delivery Section. Document Delivered.
	M3.7) Project	Respectivel	Delivery of the	See the Delivery

	Phase Abstract and End of Phase Report	y at the beginning of Phase 3 and within 02/02/2021	document (see art. 4.1)	Section. Document delivered.
Deliverables:	D3.1) Solution Pilot Site description	31/08/2020		On the basis of the sites established by the Buyers, provide a detailed description of the planned works and the infrastructures involved (communication) and any other relevant information
	D3.2) Solution Pilot Deployment	09/10/2020	By means of trial components able to demonstrate in limited scale size the complete solution	Deployment of an operational trial version of the solution, to demonstrate its capability to answer to the users' needs in real world conditions.
	D3.3) Progress report on research and development for new open standards	09/10/2020		Recommendation on interoperability and standardization issues
	D3.4) Solution Pilot testing and validation	22/03/2021		Testing and validation process completed
	D3.5 General Related Process reference framework update or confirmation			Description of possible changes in process map due to minor changes in the Solution Pilot context.
	update or	02/02/2021		Solution Pile

case of the proposed and tested solution			estimated costs for the implementation of the proposed and tested solution in this phase, with the Life-cycle cost (LCC) and related Business case.
D3.6) IPR Management Annex	Within 02/02/2021	Delivery of the document (see art. 4.1)	Description of the measures conceived to protect the IPR the results of this Phase. Featuring a list with the names and location of personnel that carried out the R&D activities.
D3.7) Project Phase Abstract and End of Phase Report	Respectively at the beginning of Phase 3 and within 02/02/2021	Delivery of the document (see art. 4.1)	Preparation of two abstracts that must be enclosed to the documents of Phase 3.

<u>Phase 1:</u>

M1.2) This milestone is about the description of a practical implementation of the solution, although as a pilot, along with a deeper insight on the technical and financial aspects of the real implementation.

This document outlines a feasibility study carried on by the contractor whose outcome is a preliminary verdict whether or not the solution is technically and financially viable. A much clearer indication of critical technical issues with their answer and a framework of planned cost to implement will be provided.

Beside this, a general organisational impact will be considered. Old processes will be reviewed and reshaped to adapt to the innovation brought by the solution. Brand new processes will be designed to keep up with the introduction of new functionalities never seen before.

The document will reserve a section with a summary of the main results achieved by the contractor and conclusions from Phase 1

M1.3) Every Phase must be supplemented by an annex dealing with the way IPR should be managed. In this Phase is very simple since the material to protect is just a feasibility

study. Nevertheless the document will keep track of the people that have been participating in the study and the location they have been working from.

- M1.4) Project Phase Abstract and Phase Results Summary are two more abstracts that must be enclosed to the documents of each Phase.
 - 1. Project Phase Abstract being the goal set for the project phase within the whole project plan. The approach to follow to get there will be also part of the document. This Annex will be delivered at the beginning of Phase 1.
 - End of Phase Report is meant to collect all the results achieved and to compare
 the expected results against the actual achievements. The document will be a
 useful starting point for the phase next to come. It will be delivered at the end of
 Phase 1.

Phase 2:

- M.2.0) The contract for prototype development are assigned to the selected candidates and the development activities start.
- M2.1) The objective of this milestone is to demonstrate the medium term stage prototype in all of its components to be showed in lab at the contractor's premises. The procurers will come and visit the contractor lab to check the intermediate prototype capabilities and to provide possible guidance and minor correction to the work in progress prototypes.
- M2.2) Likely the previous milestone, this one is meant to demonstrate the final stage of prototype in all of its functionalities, security features and performance at contractor lab premises. The procurers will attend a demonstration meeting to complete the final stage before the official testing and validation activity.
- M2.3) This milestone is about the achieved completion of prototype testing and validation activity.
- M2.4) Here a possible change or confirmation of the reference process framework derived from the prototype delivery.
- M2.5) *Project Phase Abstract* and End *Phase Results Summary*, just like it has been seen for Phase 1, are two abstracts that must be enclosed to the documents of each Phase.
 - 1. Project Phase Abstract reporting the goal set for the project phase within the whole project plan. The approach to follow to get there will be also part of the document. This Annex will be delivered at the beginning of the Phase 2.
 - 2. End of Phase Report, is meant to collect all the results achieved and to compare the expected results against the actual achievements. In this Phase, the abstract must contain also the lessons learned and the technical conclusions arisen from the activities carried out. The document will be a useful starting point for the phase next to come. It will be delivered at the end of Phase 2.
- D2.1) Development of the medium term stage prototype in all of its components to be showed, at the end of the development stage itself in lab at the contractor's premises. The procurers will come and visit the contractor lab to check the intermediate prototype capabilities and to provide possible guidance and minor correction to the work in

progress prototypes. See related milestone section. The prototype delivery can be performed also module by module and showcased in different separate sessions.

- D2.2) Demonstration of the final stage prototype in all of its components, at the end of the development stage in lab at the contractor's premises. The procurers will come and visit the contractor lab to check the final prototype capabilities and to provide possible guidance and minor correction to the work in progress prototypes. See related milestone section. The prototype delivery can be performed also module by module and showcased in different separate sessions. This activity will be followed by a thorough testing and validation step that will affect each module and the solution as a whole.
- D2.3) Prototype solution testing and validation activity. This action starts from the results of the medium term and final stages and the related corrections and further guidance. It will cover functional aspects verifying the compliance of the delivered tools to the initial requirements and the ongoing corrections and guidance indications. Also security and performance will be assessed since are both a critical point for the viability of the solution. The test bed for these latter aspects will just be a laboratory and will not be a real reference test for the solution. The prototype will be tested both into its single parts (unit test) and as whole (integration test). The test must be passed in both configurations to be considered positively executed.
- D2.4) An analysis will be performed about possible changes or confirmation of the reference process framework derived from the prototype evolution along the delivery lifecycle.
- D2.5) Here the two standard document: Project Phase Abstract and End Phase results Summary will be written and delivered (see the related Milestone Section).

Phase 3:

- M.3.0) The contract for pilot development are assigned to the selected candidates and the development and testing activities start.
- M3.1) Solution Pilots Deployment of an operational trial version of the solution, to demonstrate its capacity to answer the user's needs in real world conditions. Meters will be installed with a proper initialisation (included security aspects), communications infrastructure set up and tested, Control Room system installed and configured with security enabled.
- M3.2) Deployment activity carried out installing the components of the solution coming out of the lab test Phase 2 on the pilot site to show its capability to fulfil the user's requirements.
- M3.3) Progress report on research and development for new open standards.
- M3.4) Assessment of successful completion process. All the test cases will be executed on site and remotely, validating the solution component through integration test and long term monitored running.
- M3.5) Process Framework will be updated, changed or just confirmed following the test results and possible minor changes in the Solution Pilot Context.
- M3.6) IPR management system defined for the specific Phase 3 deliverables and results.

M3.7) Project Phase Abstracts and End Phase results Summary Annex will be delivered.

- 1. Project Phase Abstracts reporting the goal set for the project phase within the whole project plan. The approach to follow to get there will be also part of the document. This Annex will be delivered at the beginning of Phase 3.
- 2. End of Phase Report, is meant to collect all the results achieved and to compare the expected results against the actual achievements. Even in this Phase 3, the Results Summary must contain also the lessons learned and the technical conclusions arisen from the activities carried out. It will be delivered at the end of Phase 3.
- D3.1) Solution Pilots will require a detailed and exhaustive description of how to host both the meters, the possible communication infrastructure, the application systems for the Control Room
- D3.2) Test and validation process will be executed respecting the test case document. All the test cases will be executed both on site and remotely, validating the solution component through unit test and integration test. Test will be carried on every sort of component: meters, communications infrastructure and application system of Control Room. A long term running period will be performed and monitored for solution performance, reliability and quality of Service.
- D.3.3) Progress report on research for new open standards aimed to interoperability.
- D3.4) Solution Pilot testing and validation: Testing and validation process completed.
- D3.5) A document will be prepared with a new version of Process Framework. It will be updated, changed or just confirmed following the test results and as a consequence of possible minor changes in the Solution Pilot Context.
- D3.5a) Business case of the proposed and tested solution. The business case is looking for the reasoning for starting an investment. It will must provide the justification for the investment. Provide a summary of the initial cost estimates and the strengths and weaknesses of each option. To develop the Business case consider using the most reliable international guides (where there will be set at least: Benefits, Total Costs over n Years, NPV, Implementation Costs, Ongoing Costs, Implementation Risk, Conclusion).
- D3.6) A document will be prepared about IPR management system defined for the specific Phase deliverables and results. It will be delivered as specified in art. 4.1.
- D3.7) Here the two standard document: Project Phase Abstract and End Phase results Summary will be written and it will be delivered as specified in art. 4.1.

2.2 Tender closing time

Tender closing time will be: 20/09/2018 12.00h CET.

2.3 Procurer(s) [and other parties involved in the PCP]

This procurement relates to a joint PCP that will be carried out by the following lead procurer: VIVERACQUA SCARL, Lungadige Galtarossa, 8 - 37133 Verona - ITALY

The lead procurer is appointed to coordinate and lead the joint PCP, and to sign and award the framework agreement and the specific contracts for all phases of the PCP, in its name and in the name and on behalf of the following buyers group:

- CONSORCIO PARA LA GESTION DE SERVICIOS MEDIOAMBIENTALES DE LA PROVINCIA DE BADAJOZ (PROMEDIO) – SPAIN
- EAU DE PARIS FRANCE
- SYNDICAT DES EAUX ET DE L'ASSAINISSEMENT ALSACE MOSELLE (SDEA) FRANCE
- COMPAGNIE INTERCOMMUNALE LIEGEOISE DES EAUX (CILE) SCRL BELGIUM
- VIVAQUA BELGIUM
- FŐVÁROSI VÍZMŰVEK ZRT. (BUDAPEST WATERWORKS PLC.) HUNGARY

The lead procurer is part of the buyers group.

The procurers in the buyers group have the following background/profile:

VIVERACQUA S.c.a.r.I. - ITALY

VIVERACQUA is a Public Equivalent Body established in 2011 that plays an overarching role in the water management of the Veneto Region in Italy. It is a consortium of 12 Integrated Water Management Public entities of the Veneto Region that identified the need to jointly manage part of their activities. VIVERACQUA covers all the Veneto Region area and manages a catchment area of 593 municipalities and 4.8 million inhabitants, with revenues of over 680 million Euros per year and plans for investment over the next 20 years estimated around 4 billion euro. VIVERACQUA is central to the sustainability of water resources in the region. In fact, its main objective is to reduce the final cost paid by users of the integrated water service, increase the quality of service and the environmental sustainability of the operations and water resources. In this context, research activities are performed to advance the quality of the service and the conservation of water. VIVERACQUA is a member of "Aqua Publica Europea", an international association of public water service companies, which work to bring the attention of the European Institutions to the needs of the operators of public water services, and to communicate with the similar companies to other EU countries.

VIVERACQUA is the Lead Procurer within the Buyers' Group.

CONSORCIO PARA LA GESTION DE SERVICIOS MEDIOAMBIENTALES DE LA PROVINCIA DE BADAJOZ (PROMEDIO) — SPAIN

PROMEDIO, Environmental Management Consortium of the Provincial Government of Badajoz, was created in order to implement strategic planning in the mid/long-term for contributing to sustainable development of the province, giving high-quality response to immediate and future environmental needs. PROMEDIO provides its services to towns under 20,000 inhabitants, which means the 93% of the towns in the area, with a total population of 372,000, more than the 50% of the provincial total, on an area, and here is the challenge, of 21,766 km2.

Therefore, PROMEDIO is created with the aim of establishing itself as a municipal manager of those services concerning the environment, both urban and rural, with emphasis on those activities related both to the Integrated Water Cycle (collection, purification, distribution and Wastewater Treatment) and with the complete cycle of collection and transportation of all types of waste, Municipal Solid Waste (MSW) from all of its members.

PROMEDIO is a member of the Buyers' Group.

EAU DE PARIS – FRANCE

Since 1 January 2010, Eau de Paris is the public company in charge of the production and the distribution of water in Paris. As the sole interlocutor of users and subscribers, Eau de Paris manages the entire water circuit, from capture to the tap of consumers. It also guarantees the quality and the pressure of the water. Eau de Paris samples, transports, treats and distributes on average 483,000 cubic meters of drinking water every day to 3 million users. She manages customer relations and raises public awareness of water issues. It takes care of maintaining its heritage and keeping itself at the forefront of research. It also offers businesses and communities alternatives to drinking water through unsafe water supplies. Paris's drinking water network represents 2,000 km of pipelines, 70% of which are on the right bank of the Seine and 30% on the left bank. 95% of drinking water pipes are in sewers or galleries and can be visited on foot.

The unique structure of this network as well as the various annual campaigns of verification of the pipes make it possible to detect and to repair very quickly any leak. Paris thus has one of the best drinking water networks in France with a yield of over 92%.

EAU DE PARIS is a member of the Buyer's Group.

SYNDICAT DES EAUX ET DE L'ASSAINISSEMENT ALSACE MOSELLE (SDEA) - FRANCE

Formed in 1939, the SDEA is a "syndicat mixte", an authority associating municipalities and intermunicipal cooperation bodies, the Urban Community of Strasbourg and the Bas-Rhin department, the French subnational authority between region and municipality. Overall, the SDEA operates on behalf of almost 500 municipalities and 800,000 inhabitants with a budget of 200 million of euros in 2014 and employing 550 people. The members of the SDEA transfer all or part of their competence regarding the management of water i.e. drinking water production, transport and supply, wastewater and rainwater collection and treatment. As members, these local authorities elect their representatives to the deliberative and decision-making bodies governing at local, territorial and global levels.

SDEA is a member of the Buyer's Group.

COMPAGNIE INTERCOMMUNALE LIEGEOISE DES EAUX (CILE) SCRL – BELGIUM

CILE (Compagnie Intercommunale Liégeoise des Eaux) is the second biggest public operator in Wallonia in charge of the production and distribution of drinking water for about 600.000 people living in the 24 municipalities constituting the company. The individualization of the consumption is one of the multiple obligations of the distributor of water in this Region. So more than 250.000 meters are now in place and the reading is annual either by a manual control either by transmission of the information by the consumer himself.

By using a smart metering technology, it would be probably possible to reduce the unrecorded volumes and the leaks thanks to a continuous management of the distribution networks. Moreover, it would offer a better service to the consumer by informing him for an abnormal consumption. And finally it would allow to protect the local network of the company from a reverse flow (by transmitting this information to the general dispatching service and/or coupling the meter with an automatic valve).

CILE is a member of the Buyer's Group.

VIVAQUA SCRL – BELGIUM

VIVAQUA (Brussels water distribution and sewerage inter municipality) is a cooperative company owned exclusively by the 19 municipalities of Brussels. The Brussels Intercommunal authority manages the drinking water supply network and sewage network. VIVAQUA is the only drinking water supplier of the Brussels Region. The Brussels Intercommunal is also in charge of flood protection. The flood protection is managed in collaboration with the SBGE, the Brussels public urban wastewater treatment company.

VIVAQUA carries out studies, research, development and construction of drinking water and sewage networks. In the Brussels Region, it currently has 339,126 traditional meters for 1,175,173 inhabitants and 625,105 housing. 2/3 meters serve several households. Indeed, in the Region, the buildings are usually old and only 1/3 of the households has its own meter. It is also common that households and small businesses share a same meter. 2/3 housing share meters which is an obstacle for the development of a responsible consumption. In 2015, the "typical" household (2 people) having its own meter consumes 30-35 m³/pers./year. The "typical" household delivered by a shared meter consumes 40 m³/pers./year. The meter reading is annual. VIVAQUA is looking for a smart metering technology which can

transmit data once or twice per day. Thanks to that daily reading, we would be able to:

- reduce the unrecorded volumes, for instance, detecting leaks (13 % in 2015);
- warn consumers of high consumptions, repair quickly any potential water leak and adapt the interim invoices;
 - reduce the number of unpaid invoice (€ 656,343 of bad debts in 2015).

VIVAQUA is a member of the Buyer's Group.

FŐVÁROSI VÍZMŰVEK ZRT. (BUDAPEST WATERWORKS PLC.) – HUNGARY

Budapest Waterworks is a 148 years old water utility company serving 2,3 million customers in the Hungarian capital – the 9th biggest city of Europe – and several settlements in the agglomeration of the city. Apart of water extraction, distribution and supply, there are several sewage treatment plants in the portfolio of the company. The ownership is distributed among the served municipalities, with a vast majority of Budapest. The water supply is based on 740 river bank filtration wells along the river Danube. The water distribution is ensured through a 5.200 km long network that is split into more than 90 pressure zones. The production capacity reaches 1 million m3 per day, the annual water supply is more than 16 million m3. The customer portfolio covers 260.000 connections with main meters and more than a million sub-meters that belong to the accounting base. One of the main achievements of the company is the reduction and maintenance of non-revenue water below 16%. Apart of serving the customer base with outstanding quality water, the company is active on

external markets with improvement of operational processes (e.g. network management, non-revenue water optimization), managing construction activities (e.g. water treatment plants) and other water engineering activities. Budapest Waterworks is actively participating in the activities of several local and international organizations.

§ VIZMUVEK is a member of the Buyer's Group.

PCP: the following entities are not involved in the buyer group and will not take ownership rights or intellectual property rights:

§ OIEau FRANCE [coordination]

- § ARAGON PARTNERS SRL ITALY [technical expert]
- § UNIVERSITE DE LIMOGES FRANCE [technical expert]
- § FOUNDATION NUEVA CULTURE OF THE AGUA -SPENIA [technical expert]
- § AQUA EUROPEAN PUBLIC BELGIUM [Dissemination]
- § BEDIN SARA ITALY [PCP expert]

2.4 Contracting approach

The PCP will be implemented by means of a framework agreement with call-offs for specific contracts for each of the 3 R&D phases (altogether 'contracts').

Following the tendering stage, a framework agreement (governing all 3 Phases, as further detailed below) and a specific contract for phase 1 will be awarded to an estimated number of 8 contractors, provided there is a sufficient number of eligible proposals.

A call-off will be organised for phase 2, with the aim of awarding a minimum of 4 phase 2 contracts, provided there is a sufficient number of eligible proposals. Only offers from contractors that successfully completed phase 1 will be eligible for phase 2. The procurers will validate the phase 2 prototypes in the contractor's labs.

A second call-off will be organised for phase 3, with the aim of awarding a minimum of 2 phase 3 contracts, provided there is a sufficient number of eligible proposals. Only offers from contractors that successfully completed phase 2 will be eligible for phase 3. Phase 3 field-testing is expected to take place at 5 locations, which will timely be decided by the procurers in the Smart.Met Consortium.

The framework agreement sets all the framework conditions for the entire duration of the PCP (covering all the phases). There will be no renegotiation. The framework agreement will remain binding for the duration of all phases for which contractors remain in the PCP. Tenderers that are awarded a framework agreement will also be awarded a specific contract for phase 1 (evaluation of tenders for the framework agreement and phase 1 are combined). Tenderers are therefore asked not only to submit their detailed offer for phase 1, but also to state their goals, and to outline their plans (including price conditions) for phases 2 and 3, thus giving specific details of the steps that would lead to commercial exploitation of the R&D results.

A brief overview of the overall timing of the PCP is provided in section 2.6 below.

The offers for the next phase will be requested only *after* the end-of phase report and deliverables of the previous phase have been evaluated by the Evaluation Committee and after the contractors have been informed of successful completion of the previous phase. Accordingly, only the contractors that *successfully* completed the previous phase will be invited to make offers for the next phase. More details are provided in section 5.5.

2.5 Total budget and budget distribution (per phase)

The total budget available to fund Smart.Met PCP contracts is 3.240.000,00 euro (VAT excluded). All prices and payments will be in Euro. The project expected duration is until May 2021.

The total budget is divided into three PCP phases and distributed as follows:

		Expected number of contractors	Maximum budget per contractor	Maximum total budget per phase
Phase 1	Solution design	8	30.000,00€	240.000,00€
Phase 2	Prototyping	6	250.000,00€	1.500.000,00€
Phase 3	Field testing	3	500.000,00€	1.500.000,00€
Total				3.240.000,00€

Attention:

Non-Italian contractors should not apply VAT.

Italian contractors should apply in their invoices the non-taxability regime of art. 72, comma 3, n.3 D.P.R. 633/1972, declaring that the transaction is not taxable at 90% pursuant to art. 72, paragraph 3, no. 3 D.P.R. 633/1972. This should be done by applying VAT to only 10% of the invoiced amount and annotating in the invoice: "L'operazione è non imponibile al 90% ai sensi dell'art. 72, comma 3, n.3 D.P.R. 633/1972".

This PCP will result in a Framework Agreement with three phases: Phase 1 Solution design and feasibility study; Phase 2 Prototyping; and Phase 3 Original Development of test series and field testing. For Phase 1, a maximum budget of 240.000,00 EUR (excl. VAT) is available, for Phase 2 a maximum budget of 1.500.000,00 EUR (excl. VAT) is available and for Phase 3 a maximum budget of 1.500.000,00 EUR (excl. VAT) is available.

For Phases 1 and 2, contracts are funded until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. As leftover budget from the previous phase will be transferred to the next phase, the total budget available for phases 2 and 3 may eventually be higher than stated here (but the maximum budget per contractor for phases 2 and 3 will remain the same). The lower the average price of tenders, the more contracts can be awarded. The total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

This PCP expects to have a number of 8 suppliers in Phase 1, a number of 6 suppliers in Phase 2 and a number of 3 suppliers in Phase 3.

Timeline of the payments:

	Pre- payment	Payment after completion of the phase	Total
Phase 1	10%	90%	100%
Phase 2	20%	80%	100%
Phase 3	30%	70%	100%

The phases

Descriptions and phases are as follows:

- Phase 1 Solution exploration and design is intended to demonstrate the feasibility of proposed concepts for new solutions. Phase 1 will have a total duration of 4 months, out of which 3 months will be fully allocated to the work to be completed by the Phase 1 Contractors. Each Phase 1 contract is valued up to a maximum of 30.000,00€ (excluding VAT) against a total budget of 240.000,00€. An expected number of 8 R&D suppliers will be awarded Phase 1 contracts. The expected output from Phase 1 R&D suppliers is an end of phase report describing the results of the feasibility study.
- Phase 2- Prototyping is intended for the development and evaluation of prototypes from the more promising concepts in Phase 1. More specifically, selected Contractors will each develop a prototype based on the results of their feasibility study. The aim is to verify to what extent the prototype's main features meet the functional and performance requirements set in the challenge. Participating Contractors are expected to deliver a prototype specification during lab demonstration, as well as a plan for original development of a limited volume of first solutions and field-testing, and an updated cost/benefits evaluation including a preliminary business plan.
 - Participation in Phase 2 is dependent upon successful completion of Phase 1. Phase 2 will have a total duration of 7 months, out of which 6 months will be fully allocated to the work to be completed by the Phase 2 Contractors. Each Phase 2 contract is valued up to a maximum of 250.000,00€ (excluding VAT) against a total budget of 1.500.000,00€. An expected number of 6 R&D suppliers will be awarded Phase 2 contracts.
- Phase 3: Original development of a test series and field testing is intended for the original development of a limited volume of first products test series and field testing activities. More specifically, it aims to verify and compare the full feature set and performance of different solutions in real-life operational conditions (urban, rural and mixed). The aim is to verify to what extent the prototype's main features meet the functional and performance requirements set in the challenge. The tests will be carried out in 5 different sites, indicated to the bidders by the Lead Procurer, each in a different country (in the territories where Buyers operate in France, Italy, Spain, Hungary, Belgium - for more general information see the Buyers websites) ensure that a performance comparison can be made between the various environmental and infrastructural conditions. Participation in Phase 3 is dependent upon successful completion of Phase 2. Phase 3 will have a total duration of 12 months, out of which 10 months will be fully allocated to the work to be completed by the Phase 3 Contractors. Each Phase 3 contract is valued up to a maximum of 500.000,00€ each (excluding VAT) against a total budget of 1.500.000,00€. An expected number of 3 R_D suppliers will be awarded Phase 3 contracts.

2.6 Time schedule

Planned time schedule		
Date	Activity	
20/06/2018	Publication of contract notice in TED	
10/09/2018	Deadline for requesting tender documents	

04/09/2018	Deadline for submitting questions about tender documents and for requiring technical inspection		
14/09/2018	Technical inspections in the pilot sites, under request		
10/09/2018	Deadline for lead procurer to publish replies to questions (Q&A document)		
20/09/2018	Deadline for submission of tenders for the framework agreement and phase 1		
24/09/2018	Opening of tenders		
23/10/2018	Tenderers notified of decision on awarding contracts		
27/11/2018	Stand & still period		
07/12/2018	Signing of framework agreements and phase 1 specific contracts		
07/12/2018	Issue of the invoice for the Pre-payment for Phase 1 as detailed in the framework agreement		
11/12/2018	Publication of contract award notice in TED		
11/12/2018	Start of phase 1		
20/12/2018	Names of winning phase 1 contractors and their project abstracts sent to EU and published on SMART.MET PCP project website		
20/12/2018	Remote KOM and/or visit of phase 1 contractors to the premises(s) of the lead procurer to learn about the operational boundary conditions governing the design of targeted solutions		
20/02/2019	Deadline for phase 1 final milestone(s)/final report/deliverable(s)		
27/03/2019	Phase 1 contractors notified as to whether they have completed this phase satisfactorily and successfully		
27/03/2019	End of phase 1		
27/03/2019	Payment of balance for phase 1 to contractors that completed this phase satisfactorily		
08/04/2019	Launch call-off for phase 2 (only offers from contractors that successfully completed phase 1 are eligible)		
29/04/2019	Deadline for submitting questions on phase 2 call-off documents		
06/05/2019	Deadline for lead procurer to circulate replies to questions to phase 2 bidders		
13/05/2019	Deadline for submitting phase 2 offers		
14/05/2019	Opening of phase 2 offers		
28/05/2019	Contractors notified of decision on awarding phase 2 contracts		
27/06/2019	Stand & still period		
04/07/2019	Signing of phase 2 specific contracts		
04/07/2019	Issue of the invoice for the Pre-payment for Phase 2 as detailed in the framework agreement		
04/07/2019	Start of phase 2		
12/07/2019	Names of winning phase 2 contractors and their project abstracts published on SMART.MET PCP project website and sent to EU		
19/07/2019	Remote KOM and /or visits of phase 2 contractors to the premises(s) of the procurer(s), where applicable		
17/10/2019	Deadline for phase 2 interim milestone(s)/deliverable(s)		
20/01/2020	Video of the lab testing of the prototype developed during phase 2		
02/03/2020	Deadline for submission of phase 2 final milestone(s)/final report /deliverable(s)		

09/03/2020	Demonstration of prototype for the EU technical review of phase 2
26/03/2020	Phase 2 contractors notified as to whether they have completed this phase satisfactorily and successfully
03/04/2020	End of phase 2
03/04/2020	Payment of balance for phase 2 to contractors that completed this phase satisfactorily
08/04/2020	Launch call-off for phase 3 (only offers from contractors that successfully completed phase 2 are eligible)
29/04/2020	Deadline for submitting questions about phase 3 call-off documents
04/05/2020	Deadline for lead procurer to circulate replies to questions to phase 3 bidders
15/05/2020	Deadline for submitting phase 3 offers
16/05/2020	Opening of phase 3 offers
15/06/2020	Contractors notified of decision to award phase 3 contracts
08/07/2020	Stand & still period
13/07/2020	Signing of phase 3 specific contracts
13/07/2020	Issue of the invoice for the Pre-payment for Phase 3 as detailed in the framework agreement
13/07/2020	Start of phase 3
13/07/2020	Names of winning phase 3 contractors and their project abstracts published on SMART.MET PCP project website and sent to EU
16/07/2020	Remote KOM and/or Visit of phase 3 contractors to premises(s) of procurer(s), where applicable
31/08/2020	Deadline for phase 3 interim milestone(s)/deliverable(s)
09/10/2020	Field-testing of products/services developed during phase 3
02/02/2021	Deadline for submission of phase 3 final milestone(s)/final report/ deliverable(s)
22/03/2021	Final demonstration of products/services developed during phase 3 (including to EU representatives)
14/05/2021	Phase 3 contractors notified as to whether they have completed this phase satisfactorily and successfully
14/05/2021	End of phase 3
30/06/2021	Summary of the lessons learnt and the results achieved by each contractor during the PCP sent to EU for publication purposes.
20/05/2021	Payment of balance for phase 3 to contractors that completed this phase satisfactorily

2.7 IPR issues

This paragraph should be read together with the information included in section 1.2 points 5, 6, 7 and 8 above.

Ownership of results (foreground)

Each Contractor will keep ownership of the IPRs attached to the results it generates during the PCP implementation. The tendered price is expected to take this into account.

The ownership of the IPRs will be subject to the following:

- the members of the Smart.Met Buyer's group have the right to:

- access results, on a royalty-free basis, for their own use, non-commercially and at no additional cost. This includes all Intellectual Property Rights of what has been developed as part of the solution design (Phase 1) and the prototype development (Phase 2) and the original development of a limited volume of first products (Phase 3), and the pre-existing rights that are needed to perform the Project for the purpose of executing the Project as well as for non-commercial research purposes+
- grant (or to require the Contractors to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license), if the Contractor fails to commercially exploit the results of the R&D within 4 (four) years after the end of the framework agreement
- the members of the Smart.Met Buyer's group have the right to require the Contractors to transfer ownership of the IPRs if the Contractors fail to comply with their obligation to commercially exploit the results (see below) or in case they use the results to the detriment of the public interest (including security interests).

Commercial exploitation of results

The contractors are expected to commercially exploit the results of the R&D undertaken in the PCP within a period of 4 (four) years after the end of the framework agreement.

To assure commercial exploitation of the R&D results the members of the Smart.Met Buyer's group themselves plan to undertake activities to help remove barriers to the introduction onto the market of the solutions to be developed during the PCP, promoting R&D results among other public procurers and providing evidences to the EU standardization bodies, so to pave the way for open standards. Procurers will themselves investigate opportunities in procuring the resulting solution e.g. through a PPI project.

The feasibility of the business plan to commercially exploit the R&D results will be assessed as part of the award criteria. (see section 3.5). A business plan (in draft and final version) is expected as a deliverable in phases 2 and 3.

Declaration of pre-existing rights (background)

The ownership of pre-existing rights will remain unchanged.

The framework agreement contains a provision that describes in more detail the rights and obligations of the different parties regarding the pre/existing rights and results.

3. Evaluation of tenders

3.1 Eligible tenderers, network, joint tenders, Consortia, EEIGs and subcontracting

The subjects referred to in this section must complete also the declaration in the form of Annex 10.

Participation in the tendering procedure is open on equal terms to all types of operators from any country, regardless of their geographic location, size or governance structure.

Tenders may be submitted by a single entity or in collaboration with others. The latter can involve either submitting a joint tender or subcontracting, or a combination of the two approaches.

It is forbidden for bidders to take part to the tender as member of more than one temporary business grouping or ordinary consortium or aggregations of companies belonging to a business network (hereinafter aggregation of network companies).

It is forbidden for bidders that participate to this tender procedure in partnership with other bidders or as members of ordinary consortia, to also participate individually.

It is forbidden for bidders that participate to this tender procedure as members of aggregation of network companies to also participate individually. Companies belonging to the partnership not participating to the tender may submit an offer, for the same tender, as single entities or in a joint bid.

According to the provisions of article 45, paragraph 2, letters b) and c) of the Code for Public Contracts, when submitting a bid in response to this Cal for Tender, a consortium must specify on behalf of which companies belonging to the consortium the latter is bidding; therefore, these companies cannot participate to this tender procedure in any other manner. Failure to comply with this obligation will result in the exclusion form the procedure of both the consortium and the company belonging to the consortium; non-compliance with these provisions will also trigger the application of article 353 of the Italian Penal Code.

In case of a tender submitted by a consortium, according to the provisions of Article 45, paragraph 2, letters b) and c) of the Code for Public Contracts, the companies belonging to the consortium that have been appointed by the consortium for executing the agreement cannot, in turn, appoint another entity for accomplishing the task.

Joint tenderers/Temporary Association of Companies/Consortia, EEIGs and Business Networks

A) In case of temporary association of companies already established in the forms of law, each of the associated companies must present all the documentation and all the required declarations.

It should be noted that the mandate must result from authenticated private deed and the special power of attorney must be conferred to the legal representative of the parent company in the form of law. The mandate and the special power of attorney are also admitted, both of which are the only deed drawn up by means of a notarial deed.

The power of attorney should follow the national legislations⁶.

B) The participation of temporary associations pursuant to art. 45 paragraph 2 letter d), Legislative Decree 50/2016, not yet established in the forms of law.

In this case, the documentation presented must provide:

- the indication of the company qualified as the future leader Company;
- the declaration of commitment that, in case of award of the tender, the same companies will confer in the form of law special collective mandate with

⁶ Any documentation in a foreign language must be accompanied by a translation in English "certified according to the original text" by the competent consular diplomatic representation or by an official translator to whom the court is to be attached.

representation to the mandatory Company, which will stipulate the contract in the name and on its own behalf other participants;

 an indication of the specific services object of the assignment, or parts of them, that the single grouping companies undertake to perform;

And they will necessarily have to regulate, under penalty of exclusion from the tender procedure, the following aspects:

- project management, such as those on the governance structure and decisionmaking procedures;
- intellectual property such as provisions on the transfer of results, their protection, use and right of access to pre-existing know-how;
- duration of the agreement, which must be at least equal to that foreseen for the conclusion of all the phases of this procedure;
- technicians such as the roles of each partner, the description of the resources made available to the partners and the work planning;
- procedures and conditions relating to the access of new partners and/or changes in the grouping (eg cases in which a partner leaves or a new one is added);
- law to be applied in case of conflict, with the election of the competent court and the penalties that derive for non-compliance with the contract.

Furthermore, the following contents must be present:

- special and exclusive collective mandate, with representation, even of a trial, of the groupings against one of them, said representative. This act is irrevocable and its revocation for just cause has no effect on the Lead Procurer. The Lead Procurer, however, can directly assert the responsibilities of the principals;
- acceptance of the obligation of joint and several liability towards the Lead Procurer, as well as towards the subcontractor (if the recourse to the subcontracting institute is allowed by the tender rules) and suppliers;
- acceptance of the prohibition to participate in the present competition with more offers, whether they are presented individually or in an associated form.

The signing of the contract of all group members, carried out by the respective legal representatives, whether Italian or European Union citizens or foreigners legally residing in Italy, will be certified according to the form of art. 21 co.1 Presidential Decree 445/2000; if instead these subjects were foreigners not regularly residing in Italy and not citizens of the European Union, the administrative authentication is necessary.

The technical/economic offer must be signed by the person(s) empowered to represent the economic operator of all the companies that will constitute the Joint tenderers/Temporary Association of Companies/Consortia, under penalty of exclusion.

In the case of Joint tenderers/Temporary Association of Companies/Consortia, each of the companies wishing to group together must present the documentation and all the declarations required.

C) Consortia, EEIGs and Business Networks are allowed to participate in tenders under the same conditions as temporary associations of companies.

In the case of consortia and EEIGs already established in the form of law, the declarations requested to the mandatory company of a temporary association already

established in the form of law, may be presented by the legal representative or procurator of the consortium or EEIG.

In the case of consortia and EEIGs already established in the forms of law, the deed of incorporation of the consortium or of the EEIG in original must be produced in support of the administrative documentation, or in authentic copy pursuant to the D.P.R. 445/2000, or in copy accompanied by a declaration with which the legal representative certifies its conformity to the original.

Groupings of companies (Consortia) may participate in this PCP tender procedure, provided that their participation is in accordance with the principles of EU and applicable national competition law. The following requirements apply for joint tenders:

- The members of a Consortium must jointly appoint a lead contractor and a party authorized to act in the name and on their behalf; For that purpose we recommend to sign a consortium agreement upfront;
- All members of the Consortium are individually tested against the Exclusion Criteria.
- The members of the Consortium must jointly meet the Selection Criteria.
- All members of the Consortium must accept joint and several liability by completing and adding 'Annex 7 Statement of joint and several liability';
- Each member of the Consortium must be listed in the professional register or trade register or a foreign equivalent in accordance with the legislation in force in the country where it is established;
- the tendering board may exceptionally authorise changes in the composition of a Consortium during the time of the Framework Agreement and/or the formation of a new Consortium different from the one that tendered at the beginning of the tendering process. Nevertheless, any such authorisation, to be provided in writing at the lead procurer's discretion, shall not apply if:
 - It implies the entry of new participants different from those tendering individually or jointly at the beginning of the SMART.MET Procedure, or of participants previously withdrawn or excluded from said procedure or in default under the framework agreement or under the phase contracts.
 - It leads to a reduction of the SMART.MET participants throughout the PCP Procedure below the minimum number of bidders set in Section2.4.
 - It leads, according to an independent legal report, to IPR/confidentiality issues (i.e. if associated participants selected for Phase 1 decide to continue as individual entities or to join other consortia).
 - The new bidder resulting from the change no longer meets the selection criteria required under section 3.3. SMART MET – PCP Request for tenders
 - O It occurs during the execution of the relevant phase contract. Notwithstanding, a change during the execution of the phase contracts could exceptionally be allowed by the procuring authority in the event of the insolvency of one of the members of the consortium or of corporate restructuring operations affecting one or several of the members of the tendering group, owing to the merger, take-over, transformation or assignment of a company or business unit.

The aggregations of companies belonging to a business network, as provided by art. 45, paragraph 2, lett. f) of the Code for Public Contracts, must comply with the regulations regarding temporary business groupings. Specifically:

a) if the network has a common body with power of representation and own

legal personality (so-called partnership-entity), the aggregation of network companies takes part through the common body, which will be the mandatary, if the related requirements will be met. The common body may indicate only few of the companies belonging to the partnership as tender participants, however, it must be one of them;

- b) if the network has a common body with power of representation but without own legal personality (so-called partnership-agreement), the aggregation of network companies takes part through the common body, which will be the agent, if it meets the requirements needed for the agent and if the network agreement mandates the common body to take part or submit bids for certain types of tender procedures. The common body may indicate only few of the companies belonging to the partnership as tender participants, however, it must be one of them;
- c) if the network has a common body without the power of representation or if the network does not have a common body, or if the common body does not have the necessary qualification requirements, the aggregation of network companies takes part as constituted or constituting temporary business groupings, and must fully comply with the related rules (see National Anti-Corruption Authority determination n. 3 of 23 April 2013).

The role of principal/appointed representative of a temporary business partnership can also be taken by a consortium, as provided by art.45, paragraph 1, lett. b), c) or by a sub-association, as temporary business partnership or constituted ordinary consortium or an aggregation of network companies.

For this purpose, if the network is endowed with a common body with representation power (with or without legal personality), this body will take the form of a legally appointed representative of the sub-association. If, instead, the network is endowed with a common body without the power of representation or without a common body, the sub-association legally appointed representative role is taken by the companies belonging to the partnership that are taking part to the tender, entitled by a mandate, as of art. 48 paragraph 12 of the Code, giving evidence of the shares distribution.

For subcontracting (Phases 1, 2 and 3):

Subcontracting refers to any contract or agreement between the tenderer and any third party whereby that third party agrees to provide services to the tenderer to enable or assist the tenderer to provide the services or any part thereof to the procurers, to comply with the rights and obligations under the Framework Agreement.

The subcontract declaration must be presented in the first phase and will be binding throughout the duration of the procedure.

The following rules apply:

- The contractors remain fully liable to the lead procurer for the performance of the contract;
- when intending to subcontract part of the work, both tenderers and subcontractors shall complete and sign a subcontracting statement stating:
 - which parts of the contract will be subcontracted;
 - that the subcontracting does not exceed 30% of the amount of R&D performed during the Framework Agreement and each of the PCP phases

and that a minimum of 70% of the overall R&D services in each phase will be performed by the Tenderer or the Contractor or at least by full/subsidiary companies thereof; in the absence of such indications, subcontracting is prohibited.

- their reliance on the capacities of the proposed subcontractors to perform part of the work.
- Subcontractor(s) must declare that:
 - o they are aware of the provisions set out in this Call for Tender (in particular in relation to IPRs).
 - o they meet the qualification requirements for the subcontracted services.
 - they have their resources at the tenderer's disposal for the full duration of the contract
 - they fully meet the requirements under the Call for Tender, including as relates to the place of performance, the definition of R&D services, confidentiality, results and IPRs, the visibility of EU funding, conflicts of interest, language, obligation to provide information and keep records, audits and checks by the EU, the processing of personal data, liability for damages and ethics and security requirements).
 - the execution of the tasks assigned to a subcontractor shall not be the subject of further subcontracting.
- If the contractor subsequently needs to change or add new subcontractors, a new subcontracting statement with the same content described in the paragraph above must be provided. Nevertheless, no change in subcontractor shall be possible if:
 - It leads to a reduction of the SMART.MET participants throughout the PCP Procedure below the minimum number of bidders set in Section 2.4.
 - It leads, according to an independent legal report, to IPR/confidentiality issues (i.e. if associated participants selected for Phase 1 decide to continue as subcontractor for another bidder).
 - It prevents the tenderer from meeting the selection criteria required under section

It does not constitute a reason for exclusion but implies, for the bidder, the subcontract prohibition:

- the omitted statement of the subcontractors under the conditions set out in article 105, paragraph 6, of Legislative Decree n. 50/2016;
- the indication of a subcontractors number of less than three:
- the subcontractor has participated in this procedure.

The indication of the same subcontractor in several tenders of different bidders is permitted.

The subcontractors must not meet any of the exclusion criteria foreseen at section 3.2 lett. C. In case of failure to meet this requirement, the bidder is required to substitute the subcontractor.

It should be noted that it constitutes subcontracting any contract involving activities carried out wherever they require the use of labor, if individually exceeding 2% of the amount of the services provided or amount higher than € 100,000.00 and if the cost of labor and personnel is higher than 50% of the contract amount to be awarded.

The Contractor aware of the obligations and obligations imposed by Law 136/2010 on the subject of traceability of financial flows, carries out financial transactions with subcontractors in full compliance with the aforementioned law and provides in the subcontracting agreements a specific clause with which the parties assume the obligations of traceability of the financial flows relating to the contract in question, as per Law 136/2010.

Participation in the open market consultation is not a condition for submitting a tender.



Attention:

There will, however, be a requirement relating to the place of performance of the R&D services (see below).

For phases 2 and 3, participation is limited to tenderers that successfully completed the preceding phase.

3.2 **Exclusion criteria**

The exclusion criteria are as follows:

Exclusion criteria	Evidence
A) Conflict of Interest	A) Declaration of honour (Annex 4)
B) Exclusion grounds as defined in Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014	B) Declaration of honour (Annex 4)
C) Exclusion grounds as defined in article 80 of Legislative Decree 50/2016	C) Declaration of honour (Annex 4)

Tenderers shall explicitly declare that they are not subject to any of the exclusion criteria listed above by presenting a duly signed and stamped declaration of honour, using for this purpose the template provided in Annex 4. In case of joint tenders, all members of the consortium or group of bidders must sign and stamp the declaration of honour provided in Annex 4. In case of subcontracting, all subcontractors must provide the declarations on honour in Annex 4, signed by an authorised representative. All subcontractors whose share of the contract is above 10% or whose capacity is necessary to fulfil the selection criteria must provide also declaration on honour in Annex 4. Should there be any doubt as to any of these criteria, bidders may be requested to provide additional information and/or evidence.

Tenderers that do not comply with these criteria will be excluded.

A) Conflict of interest

Tenderers that are subject to a conflict of interest may be excluded. If there is a potential conflict of interest, tenderers must immediately notify the lead procurer in writing.

A conflict of interest covers both personal and professional conflicts.

Personal conflicts are any situation where the impartial and objective evaluation of tenders and/or implementation of the contract is compromised for reasons relating to economic interests, political or national affinity, family, personal life (e.g. family of emotional ties) or any other shared interest.

Professional conflicts are any situation in which the contractor's (previous or ongoing) professional activities affect the impartial and objective evaluation of tenders and/or implementation of the contract.

Attention: If an actual or potential conflict of interest arises at a later stage (i.e. during the implementation of the contract), the contractor must contact the lead procurer, who is required to notify the EU and to take steps to rectify the situation. The EU may verify the measures taken and require additional information to be provided and/or further measures to be taken.

B) Exclusion grounds as defined in Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014

Grounds relating to criminal convictions

The lead procurer shall exclude a bidder if it has been the subject of a conviction by final judgement for one of the following reasons:

- Participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2 of Council Framework Decision 2003/568/JHA (34), as well as corruption as defined in the national law of the lead procurer or the economic operator;
- Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;
- Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of the aforesaid Framework Decision;
- Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
- Child labour and other forms of trafficking in human beings as defined in Article 2
 of Directive 2011/36/EU of the European Parliament and of the Council. The
 obligation to exclude a bidder shall also apply where the person convicted by final
 judgement is a member of the administrative, management or supervisory body
 of that bidder or has powers of representation, decision or control therein.

Grounds relating to the payment of taxes or social security contributions

- A bidder shall be excluded from participation in this procurement procedure where
 the lead procurer is aware that the bidder is in breach of its obligations relating to
 the payment of taxes or social security contributions, and where this has been
 established by a judicial or administrative decision having final and binding effect
 in accordance with the legal provisions of the country in which it is established or
 with those of the Member State of the lead procurer.
- Furthermore, the lead procurer may exclude from participation in this
 procurement procedure a bidder where the lead procurer can demonstrate by any
 appropriate means that the bidder is in breach of its obligations relating to the
 payment of taxes or social security contributions. This paragraph shall no longer

apply when the bidder has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

Grounds of insolvency or professional misconduct

The lead procurer may exclude a bidder in any of the following situations:

- Where the bidder is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
- Where the lead procurer can demonstrate by appropriate means that the bidder is guilty of grave professional misconduct, which renders its integrity questionable; Where the lead procurer has sufficiently plausible indications to conclude that the bidder has entered into agreements with other economic operators with the intention of distorting competition;
- Where a conflict of interest cannot be effectively remedied by other less intrusive measures;
- Where a distortion of competition from the prior involvement of the bidder in the preparation of this procurement procedure cannot be remedied by other, less intrusive measures:
- Where the bidder has shown significant or persistent deficiencies in the
 performance of a substantive requirement under a prior public contract, a prior
 contract with a contracting entity or a prior concession contract which led to early
 termination of that prior contract, damages or other comparable sanctions;
- Where the bidder has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.
- Where the bidder has undertaken to unduly influence the decision-making process
 of the lead procurer, to obtain confidential information that may confer upon it
 undue advantages in the procurement procedure, or to negligently provide
 misleading information that may have a material influence on decisions
 concerning exclusion, selection or award.
- C) Exclusion grounds as defined in article 80 of Legislative Decree 50/2016 and included in Annex 4.

The exclusion criteria will remain unchanged for the entire duration of the PCP, thus applying also for the call-offs for Phases 2 and 3.

3.3 Selection criteria

The selection criteria are as follows:

Selection criteria	Evidence
A) Suitability to pursue the professional activity	Proof regarding enrolment in one of the professional or trade registers kept in their Member State of establishment.
B) Ability to perform R&D up to original development of the first products or services	Declaration of the capacity (i.e., R&D staff), materials and equipment that are available to the tenderer for research, prototyping and limited production and

	supply of the first set of products or services. Description of previous experience in similar projects in the last 10 years.
C) Ability to commercially exploit the results of the PCP, including intangible results in particular IPRs	Declaration of the availability of financial and organisational structures for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results.

Tenderers that do not comply with these criteria will be excluded.

A) Suitability to pursue the professional activity

Tenderers must provide evidence regarding their suitability to pursue the professional activity, namely evidence of their enrolment in one of the professional or trade registers kept in their Member State of establishment.

B) Ability to perform R&D up to original development of the first products or services

Tenderers must have:

- the capacity (i.e., R&D staff), tools, material and equipment to:
 - carry out research and lab prototyping
 - o produce and supply a limited set of first products or services and demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers

To measure this criterion, tenderers are asked to provide the following evidences:

- Provide a description of relevant reference and /or previous projects (executed during the last 10 years) which reflect the competences and capacity of the Tenderer in the different phases and domains of the SMART.MET project, such as research, development, prototyping and testing. These references will be based on previous experience of the proposed team of the Tenderers and /or other members of the joint consortia and/or subcontractors who will be working on the project, in similar projects.
- Provide proof of the capacity, tools, materials and equipment available to carry out research and lab prototyping and proof the capacity to produce and supply a limited set of first products or services, as well as demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers.

C Ability to commercially exploit the results of the PCP, including intangible results in particular IPRs

Tenders must have:

the financial and organisational structures to

- o manage, exploit and transfer or sell the results of the PCP (including tangible and intangible results, such as new product designs and IPRs)
- o generate revenue by marketing commercial applications of the results (directly or through subcontractors or licensees).

Attention: Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

The selection criteria will remain unchanged for the entire duration of the PCP, thus applying also for the call-offs for Phases 2 and 3.

3.4 Compliance criteria

Tenders must comply with the following compliance criteria:

Compliance criteria		Evidence
A) Compliance with the definition services	of R&D	Tender form (Annex 5)
B) Compatibility with other public financing		Tender form (Annex 5)
C) Compliance with the requirements regarding the place of performance of the contract		Tender form (Annex 5)
D) Compliance with ethics requirements		Tender form (Annex 5)
E) Compliance with requirements	security	Tender form (Annex 5)

The offers for each phase will be evaluated against these criteria.

Tenders that do not comply with these criteria will be excluded.

A) Compliance with the definition of R&D services

Tenders that go beyond the provision of R&D services will be excluded. The R&D services need to be in compliance with requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50).

R&D covers fundamental research, industrial research and experimental development, as per the definition given in the <u>EU R&D&I state aid framework</u>⁷. It may include exploration and design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards. R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or

See Point 15 of the <u>Commission Communication on a framework for state aid for research and development and innovation</u> (C(2014) 3282).

See Article XV(1)(e) WTO GPA 1994 and the Article XIII(1)(f) of the revised WTO GPA 2014.

other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted. This could be the scope of a follow-up PPI procurement project which is a completely separate project from the present Smart.Met PCP Project.

The definition of services means that the value of the total amount of products covered by the contract must be less than 50% of the total value of the PCP framework agreement.

The following evidence is required:

- the financial part of the offer for the framework agreement must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement;
- the financial part of the offer for each phase must give a breakdown of the price for that phase in terms of units and unit prices for every type of item in the contract, distinguishing clearly the units and unit prices for items that concern products
- the offers for all three phases may include only items needed to address the challenge in question and to deliver the R&D services described in the request for tenders
- the offers for all three phases must offer services matching the R&D definition above

B) Compatibility with other public financing

Tenders that receive public funding from other sources will be excluded if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, *including EU state aid rules*.

C) Compliance with requirements relating to the place of performance of the contract

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract:

- at least 51% of the total value of activities covered by each specific contract for PCP phase 1 and 2 must be performed in the EU Member States or in H2020 associated countries. The principal R&D staff working on each specific contract must be located in the EU Member States or H2020 associated countries.
- at least 51% of the total value of activities covered by the framework agreement (i.e. the total value of the activities covered by phase 1 + the total value of the activities covered by phase 2 + the total value of the activities covered by phase 3) must be performed in the EU Member States or H2020 associated countries. The principal R&D staff working on the PCP must be located in the EU Member States or H2020 associated countries.

The percentage is calculated as the part of the total monetary value of the contract that is allocated to activities performed in the EU Member States or in other countries associated to Horizon 2020. All activities covered by the contract are included in the calculation (i.e. all R&D and operational activities that are needed to perform the R&D services, e.g. research, development, testing and certifying solutions). This includes all activities performed under the contract by contractors and, if applicable, their subcontractors.

The principal R&D staff are the main researchers, developers and testers responsible for leading the R&D activities covered by the contract.

The countries associated to Horizon 2020 are those listed as associated countries in the Participant Portal Online Manual⁹.

The following evidence is required:

- the financial part of the offer must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement and give a breakdown of the price for the current phase in terms of units and unit prices (hours and unit price per hour), for every type of item in the contract (e.g. junior and senior researchers)
- a list of staff working on the specific contract (including for subcontractors), indicating clearly their role in performing the contract (i.e. whether they are principal R&D staff or not) and the location (country) where they will carry out their tasks under the contract
- a confirmation or declaration of honour that, where certain activities forming part
 of the contract are subcontracted, subcontractors will be required to comply with
 the place of performance obligation to ensure that the minimum percentage of the
 total amount of activities that has to be performed in the EU Member States or in
 countries participating in Horizon 2020 is respected

D) Ethics and research integrity

Tenders will be excluded if they:

- · do not comply with the following rules:
 - ethical principles (including the highest standards of research integrity, notably as set out in the <u>European Code of Conduct for Research Integrity</u>¹⁰, and, in particular, avoiding fabrication, falsification, plagiarism and other research misconduct)
 - o applicable international, EU and national law
- include plans to carry out activities in a country outside the EU if they are prohibited in all Member States
- include activities that do not focus exclusively on civil applications
- o do not comply with the following ethics requirements:
 - The real time gathering of the personal water consumption could allow the tracking of personal behaviour, indirect identification of persons in home etc. Security in AMR is about encrypted consumption data transmission and anti-tampering countermeasures.

Citizens will be recruited for the field testing activities via the procurers who will ask their individual clients to consider voluntary enrolment. During the PCP's Phase 3, the tested solutions will be verified and scored on accuracy for purpose by the procurers and other concerned final end-users in real-life operational conditions. Field testing will be undertaken at five sites established by the procurers, in Europe. No personal data shall be exchanged with or transferred to non-EU countries. Likewise, no personal data shall be exchanged with or transferred to EU countries either. Previously collected data will NOT be used in the field tests. The consortium confirms that the ethical standards and guidelines of Horizon 2020 will be rigorously applied, regardless of the country in which the research is carried out. Furthermore, copies of the relevant ethics approvals from the host EU country and non-EU country will be submitted to the Commission. Tenderers must be aware of this procedure and respect it.

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List of H2020 associated countries.

The <u>European Code of Conduct for Research Integrity</u> of ALLEA (All European Academies).

 Informed consent procedures: Copies of templates of Informed Consent Forms and Information Sheets will be provided to the Commission by the procurers. These must be drafted in a language and terms understandable to the citizens involved.

If the tender involves activities that raise ethical issues, the tenderer must submit an ethics self-assessment that:

- describes how the tender meets the legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out
- explains in detail how the tenderer intends to address the ethical issues identified, in particular as regards:
 - o objectives (e.g. dealing with vulnerable populations and dual-use goods¹¹)
 - methodology (e.g. involvement of children and related consent procedure and protection of data collected)
 - the potential impact (e.g. issues relating to the dual use of goods, environmental damage, stigmatisation of particular social groups, political or financial retaliation, benefit-sharing and malevolent use of results).
- **i** For information on ethics issues, see the guidance for EU grant beneficiaries <u>How to complete your ethics self-assessment</u>.

Attention:

Call-offs for phases 2 and 3 may request that this information be updated in the offers submitted for these phases.

Before starting the particular task that raises ethical issues, contractors must provide a copy of:

- any ethics committee opinion required under national law; and
- any notification or authorisation for activities raising ethical issues required under national law.

The framework agreement contains a provision on ethics.

E) Compliance with security requirements

Tenders will be excluded if they do not:

- comply with EU, national and international law on dual-use goods or dangerous materials and substances
- · comply with data protection requirements as provided under the new GDPR.

Tenders themselves must not contain any classified information.

If the output of activities or results proposed in the tender raise security issues or uses EU-classified information, the tenderer must show that these issues are being handled correctly. In such a case, tenderers are required to ensure and to provide evidence of the adequate clearance of all relevant facilities. They must examine any issues (such as those relating to access to classified information or export or transfer control) with the national authorities before submitting their offer. Tenders must include a draft security classification guide (SCG), indicating the expected levels of security classification.

Attention:

If necessary for the tender procedure or for performing the contract itself, contractors will be requested to ensure appropriate security clearance for third parties (e.g. for personnel).

See Article 2(1) EU Export Control Regulation No <u>428/2009</u>.

Call-offs for phases 2 and 3 may request that this security information be updated in the offers submitted for that phase.

Before starting the particular task that raises security issues, contractors must provide a copy of any export or transfer licences required under EU, national or international law.

The framework agreement and/or the specific contracts contain a provision on security.

i For information on security, see the guidance for EU grant beneficiaries: <u>Guidelines for the handling of classified information in EU research projects</u>.

Attention: Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

3.5 Award criteria

The tenders will be evaluated as set forth below, only if the tenderer is not subject to any of the exclusion criteria (section 3.2), and only if they fulfil the requirements in the selection criteria (section 3.3), the compliance criteria (section 3.4), and the administrative instructions (section 4).

Tenders that meet all the requirements, will be assessed to determine which tenders are the most promising and will be invited to participate in the next phase. This will be determined by assessing the offer based on the following award criteria as specified below. These criteria will guide assessors through evaluation of delivered results. It is to show tenderers what the main criteria are and how the results will be evaluated and scored. However, a detailed description of the Smart.Met challenge and specifications can be found in the common challenge & functional specifications document (Annex 3). Please read carefully.

The evaluation of the received tenders will be based on technical, economic and organizational feasibility of the tenders. We will award the contract based on the most economically advantageous tender award criteria, in compliance with art. 95, paragraph 2 of Legislative Decree no. 50/2016. In addition to price, the award criteria includes the level of originality and innovativeness of the proposed solution and ability of generating a technological advance that could go beyond the state-of-the-art technology, the level of completeness and responsiveness of the solution to meet the functional requirements, technical validity and robustness of the solution proposed, the commercial and standardization potential, the ability to minimize the whole life-cycle cost, the quality of the risk management and mitigation plan, Consistency and quality of the work organization in relation to the goals.

Weighted award criteria

Assessment Criteria	Maximum Score
Technical Offer (TS)	80,00
Economic Offer (ES)	20,00
Total (S _{TOT})	100,00

The Total Score (S_{TOT}) will be determined as specified below:

$$S_{TOT} = TS + ES$$

Where:

- a) TS = sum of the points attributed to the Technical Offer;
- b) ES = sum of the points attributed to the Economic Offer.

TECHNICAL SCORE (TS)

Regarding the evaluation criterion of the Technical Offer, the Technical Score (TS) is determined by the sum of the scores attributed to the tender based on the sub-criteria indicated below in tables.

The assignment of the technical score will be as follows: each assessor will assign a summary judgment, which corresponds to a coefficient between 0 and 1 (see table below), for each element of evaluation of the parameters indicated in the tables below. Then the assessors will calculate the average of the coefficients assigned by the individual components for each sub-criteria. This average will be multiplied by the maximum score available for each qualitative element.

J	Coefficient	
Poor	The sub-criterion has not been analyzed and/or no aspect concerning the sub-criteria has been sufficiently analyzed.	0,00
Insufficient	Some aspects concerning the sub-criteria have not been sufficiently analyzed.	0,25
Fair	All aspects concerning the sub-criteria have been sufficiently analyzed.	0,50
Good	All aspects concerning the sub-criteria were analyzed in a clear and exhaustive way.	0,75
Excellent	All aspects concerning the sub-criteria were analyzed in a particularly clear and exhaustive way, also providing qualifying elements not expressly requested that create added value to the solution.	1,00

- All scores will be rounded to the second decimal digit.
- Each supplier participating in the tender must obtain a minimum Technical Score of 48 points, otherwise it will be excluded from the tender.
- At the end of the technical score assignment step, the Selection Board will proceed in the following terms:
 - The tender participants that have not achieved a technical score of at least 48
 points out of 80 points available will be declared not admitted to the
 subsequent stages of the tender;
 - 2. subsequently, only for the bidders that have exceeded the thresholds described above, the Selection Board will proceed with the reassignment of the score for each sub-criteria if none of tender participants have achieved the maximum Technical Score for each of them; in this case the maximum technical score for each criteria and sub-criteria will be awarded to the bidder that has achieved the highest score while the remaining bidders will be awarded the score in proportional form;

- 3. then, the assessors will proceed to reassign the total score of 80 points if none of the tender participants have achieved 80 points; in this case 80 points will be awarded to the bidder that achieves the highest score while the remaining bidders will be awarded the score in proportional form;
- 4. finally, the assessors will proceed with the drawing up the total Technical scores (TS) resulting for each admitted bidder.

ECONOMIC SCORE (ES)

The maximum score of 20 points will be awarded to the bidder who will offer the lower total amount.

20,00
$$\times \frac{V_{\min}}{V_{Oi}}$$

Where:

- 20,00 = maximum number of assignable economic points;
- V_{Oi} = Total value offered by the bidder i (the value that will be taken into consideration is the total price offered)
- V_{min} = Minimum Total value offered among the admitted bidders; the value that will be taken into consideration is the lower total amount.

Each total price offered must be <u>VAT excluded (less than or equal to: Phase 1 \in 30,000.00; Phase 2 \in 250,000.00; Phase 3 \in 500,000.00) and in any case it will be considered as such, taking into account that the Lead Procurer will consider decimals up to the fifth digit after the decimal point without proceeding to any rounding (eg, \in xxx,1234567= \in xxx,12345).</u>

Tender offers equal to zero (=0,00000 €) or above the auction basis will not be accepted.

The Lead procurer reserves itself the right to evaluate the congruity of the total price offered, through the prospectus attached to the economic offer.

The grids shown below contain the assessment criteria that will be used in the evaluation of the Technical Offers.

Weighted award criteria	Maximum points	Thresholds		
PHASE 1				
A) level of originality and innovativeness of the proposed solution and ability of generating a technological advance that could go beyond the state-of-the-art technology	20			
B) level of completeness and responsiveness of the solution to meet the functional requirements	20			

C) technical validity and robustness of the solution proposed	20	
D) commercial and standardization potential	10	
E) ability to minimize the whole life-cycle cost	5	
F) quality of the risk management and mitigation plan	5	
TOTAL TECHNICAL QUALITY CRITERIA	80	48
ECONOMIC SCORE	20	
PHASE 2		
A) level of originality and innovativeness of the proposed solution and ability of generating a technological advance that could go beyond the state-of-the-art technology	15	
B) level of completeness and responsiveness of the solution to meet the functional requirements	20	
C) technical validity and robustness of the solution proposed	20	
D) commercial and standardization potential	10	
E) ability to minimize the whole life-cycle cost	10	
F) quality of the risk management and mitigation plan	5	
TOTAL TECHNICAL QUALITY CRITERIA	80	48
ECONOMIC SCORE	20	
PHASE 3		
A) level of originality and innovativeness of the proposed solution and ability of generating a technological advance that could go beyond the state-of-the-art technology	15	
B) level of completeness and responsiveness of the solution to meet the functional requirements	20	
C) technical validity and robustness of the solution proposed	15	
D) commercial and standardization potential	10	
E) ability to minimize the whole life-cycle cost	10	

F) quality of the risk management and mitigation plan	10	
TOTAL TECHNICAL QUALITY CRITERIA	80	48
ECONOMIC SCORE	20	

Attention:

Additional sub-criteria may be added for the call-offs for phases 2 and 3, as a way of making the award criteria more precise, provided that they do not substantially change the existing criteria. Weighting of the sub-criteria may also be changed for the call-offs for phases 2 and 3.

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

3.6 **Evaluation procedure: Opening of tenders & evaluation**

Appointment of the Evaluation Committees

For the purpose of the evaluation of the received tenderers, the Lead Procurer shall appoint the following Evaluation Committees:

- a) An Administrative Committee for the selection of tenders based on exclusion and selection criteria. The composition and working method of this committee will take into account the following rules:
 - i. The administrative committee will be composed by 3 evaluators, including at least one expert in Italian procurement law.
 - ii. Evaluators shall open tenders. Only tenders that satisfy the provided requirements, which means that are not excluded based on the exclusion criteria and that meet the selection criteria, shall be considered admissible for evaluation under the award criteria.
- b) Technical Committee for the evaluation of tenders based on the award criteria. The committee shall be composed of 5 evaluators who are experts in the specific field covered by the scope of the contract.

In order to guarantee fairness and transparency, the evaluator's appointment and the establishment of the Evaluation Committees shall take place after the expiry of the deadline for the submission of tenders.

Members of the Evaluation Committees nominated or designated by the Lead Procurer and the Procurers shall be appointed ad personam. When carrying out their tasks, they shall not seek or take instructions from the Lead Procurer institutions, bodies, offices or agencies, from any government of a Procurer or from any other body.

The Procurers undertake to respect this principle and not seek to influence the members of the Evaluation Committees in the performance of their tasks.

Each member of the Evaluation Committees shall sign Declaration of absence of conflict of interest and protection of confidentiality.

Opening of tenders

The tenders will be opened on 24 September 2018, 12.00h CET.

The Administrative Evaluation Committee will open and evaluate the tenders, carrying out the following steps:

- Step 1 checking whether the tender has been received in due time
- Step 2 checking the integrity of the envelopes containing the tenders and, once opened, the completeness and formal correctness of the tender procedure; in case of lack of documents, incompleteness and any other non-essential irregularities of the tender, the Administrative Evaluation Committee will request the necessary additions and clarifications from the tenderers, by placing the notice to the tenderers, who will be admitted with reserve;
- Step 3 Checking whether the tenderer is not in one of the situations covered by the exclusion criteria
- Step 4 For tenderers passing Step 3, assessing whether the tenderer has the capacities necessary to perform the contract, on the basis of the selection criteria
- Step 5 For tenderers passing Step 4, evaluating the tender based on the compliance criteria
- Step 6 For tenders passing Step 5, submitting the tender to the Technical Evaluation Committee, which shall proceed to evaluate the tender based on the award criteria.
- Step 7 excluding any tenders that fail to comply with the selection criteria or that are in a situation to meet any of the exclusion criteria mentioned in this Call for Tender.

A representative of each tenderer may participate in the opening sessions of the Administrative Evaluation Committee. Each tenderer must communicate the name of its representative via e-mail at the address indicated in the Contract notice within the day preceding the session date, and a copy of an identification document with a photograph.

The access and attendance of the tenderer representative at the premises where the opening procedures will take place are subject to the observance of Viveracqua access and safety procedures regulations, and to the exhibition of an original identification document (i.e. no copy).

The person in charge of the tenderer shall arrive at the premises of Viveracqua at least ten (10) minutes before the times set for the opening session, in order to allow Viveracqua staff to proceed to its identification.

During the opening session, the Administrative Evaluation Committee will open the technical offers, to verify their formal regularity, and to submit them in the course of the same meeting to the Technical Evaluation Committee, for the allocation of scores assignment for the awarding purposes.

3.7 Evaluation of tenders

Tenders shall be evaluated in a non-discriminatory manner, in accordance with all the legal requirements provided for in article 77 of the Legislative Decree nr. 50/2016.

All valid tender submissions that have passed the administrative evaluation will be evaluated by the Technical Evaluation Committee against the award criteria stated in the previous section

Each Evaluation Committee (Administrative and Technical) shall respect the general principles agreed upon with the acceptance of the assignment the aforementioned commissioners will produce, pursuant to art. 47 of the D.P.R. n. 445/2000, the declaration on the non-existence of the causes of incompatibility and abstention pursuant to art. 77, paragraphs 4, 5, 6 and 9 of Legislative Decree no. 50/2016 and s.m.i., as well as art. 35-bis, paragraph 1, lett. C), of Legislative Decree n.165 / 2001, introduced by art. 46, paragraph 1, of Law n. 190/2012 as well as art. 51 of the Regio Decreto 28 October 1940, n. 1443 Code of Civil Procedure, as well as a declaration on the absence of conflicts of interest.

Each member of the Technical Evaluation Committee will receive the technical proposals and will first evaluate the tenders on paper individually. After individual assessment on paper, the technical evaluation committee will come together physically and compare their evaluation per tender. The scoring system and procedure is described in par. 3.5. The criteria and the method for evaluating the bids for Phase 2 and 3 will essentially be based on the criteria and the method used in evaluating the original tenders, but may be elaborated or developed in further detail within those frames. The evaluation committee and this procedure will be the same for the evaluation of bids for Phase 2 & 3.

Once the evaluation of the technical offers has been completed, a specific public session will be scheduled by the Lead Procurer, with prior notice, during which the Technical Evaluation Committee will communicate the technical scores assigned to the tenderers, followed by the opening of the financial offers and the reading of prices offered by the tenderers. In the event of failure to subscribe the Financial Offer, which is in any case attributable to the tenderer, or other non-essential elements, the Lead Procurer will request the necessary regularization.

In the same session, the Technical Evaluation Committee will proceed to the evaluation of the financial offers, according to the criteria and procedures described in section 3.5 above, proceeding to the allocation of the scores by applying the formula indicated in the section 3.5 above and to draw up the provisional ranking list.

The provisional award will be made to the tenderers who submitted the most economically advantageous tender, i.e., they will have obtained the highest overall scores following the sum of the overall scores awarded, resulting from the Technical Offer and the Financial Offer.

In the event that the tenders of two or more tenderers obtain the same overall score, but partial scores for the price and for all the other different evaluation elements, the tenderer who obtained the best score on the Technical Offer will be placed first in the ranking.

In the event that the tenders of two or more tenderers obtain the same overall score and the same partial scores for the Technical Offer and the Financial Offer, the Technical Evaluation Committee will define the final ranking through a draw in a public session.

Tenders will be considered valid and binding for a period of 180 (one hundred and eighty) days from the expiration of the date set for receipt. Viveracqua may ask the tenderers to extend this initial term.

3.8 Candidates not established in Italy

If the information concerns a candidate established outside Italy, Viveracqua may request the cooperation of the competent authorities. Depending on the national law of the Member State in which the applicants are established, the applications will concern legal persons and / or natural persons, including, where appropriate, managers or any person exercising the power of representation, decision or candidate's control.

Attention: if deemed appropriate, the Contracting Authority may ask the Contractors to present a sworn statement or documents or certificates produced by the local Authorities, accompanied by an Italian translation.

3.9 Final ranking

At the end of the evaluation procedure, a ranking will be drawn up, in which the tenders will be inserted based on the overall score achieved, in descending order; this ranking list will not include those that have not achieved the minimum technical score.

The award of the contract will take place in the order of the ranking, starting from the first competitor to the last one.

The ranking will be scrolled until the possible maximum number of successful bidders is reached.

Contracts will be awarded at the price offered by each tenderer.

4. <u>Content & format of tenders</u>

4.1 Format

The presentation of the offer and of the documents must take place in compliance with the following requirements:

- 1. Envelope A, closed and appropriately countersigned and sealed on the closing flaps, containing the administrative documentation required by section 4.2 of the present Specifications bearing the words "Envelope A SMART.MET administrative documentation",
- 2. Envelope B, closed and appropriately countersigned and sealed with adhesive tape on the closing flaps, under penalty of exclusion from the tender, containing the technical offer in the form of Annex 5 Tender form, bearing the words "Envelope B SMART.MET technical offer" "
- 3. Envelope C, closed and appropriately countersigned and sealed with adhesive tape on the closing flaps, under penalty of exclusion from the tender, containing the economic offer in the form of Annex 8 Economic offer, bearing the words " Envelope C SMART.MET offer economic "

4. The envelope containing the envelopes A - B - C must bear the words "SMART.MET", and must be countersigned and properly sealed with adhesive tape on the closing flaps and carry the name of the Competitor outside the relative address, telephone number, email address, VAT number. In the case joint tenders indications of all the components of the joint tenders must be reported.

The envelope (containing the A-B-C envelopes) must be received, under penalty of exclusion from the tender and at the sole risk of the sender, by the date and at the address indicated in the Contract Notice (the stamp of arrival and registration of the Viveracqua Protocol will prevail). The envelopes received after the aforementioned deadline will not be taken into consideration.

The Protocol Office has the following schedule: from Monday to Friday: 8:30 am to 5:00 pm.

Tenders that do not comply with the formal requirements will automatically be rejected.

All the Deliverables should be delivered to The Protocol Office that has the following schedule: from Monday to Friday: 8:30 am to 5:00 pm.

The Lead Procurer may request clarification or additional evidence where there is any doubt.

More detailed information about the final layout requirements for the phase 2 and 3 offers will be provided in the call-off for that specific phase.

4.2 Administrative section

In order to participate in the present Call for tender, each tenderer must verify possession of the requirements listed below and the absence of exclusion clauses.

The information that must be included in this section of the tender are:

- a) Declaration using the form attached to the tender documents Annex 4, attesting: respect to the exclusion criteria and absence of conflict of interest, stating that there are no exclusion clauses
- b) Declaration using the form attached to the tender documents Annex 9, attesting:
- Suitability to pursue the professional activity;
- Ability to perform R&D up to original development of the first products or services;
- Ability to commercially exploit the results of the PCP, including intangible results in particular IPRs.
- c) In case of grouping of companies, the tenders should fill the Annex 7 Statement of joint and several liability.
- d) Declaration using the form attached to the tender documents Annex 10, in case of Subcontracting and/or Groups of economic operators temporary associations.

4.3 Technical section

Tenders must include a technical offer, containing:

- a technical plan that outlines:
- the tenderer's idea for addressing all the requirements given in the PCP challenge description, relating both to functionality and performance; and

- 2. technical details of how this would be implemented. Constraints and O dependencies that should be taken care of. Critical aspects or expected issues that should be promptly prevented.
- 3. A technical delivery plan describing, per Phase, the implementation activities highlighting possible dependencies among activities themselves, durations, resources involved, milestones.
- A test plan proposal methodology which can adapt to each Phase to match with the objectives of the specific Phase.
- a draft business plan that explains the proposed approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market
- a list of the pre-existing rights (background), if ever, relevant to the tenderer's proposed solution, in order to allow IPR dependencies to be assessed
- a risk assessment and risk mitigation strategy
- a reply to the question "Does this tender involve ethical issues? (YES/NO)" and if YES, an ethics self-assessment, with explanations how the ethical issues will be addressed (see section 4.2)
- a reply to the question "Does this tender involve: activities or results that may raise security issues and/or EU-classified information¹² as background or results? (YES/NO)" and if YES information on how these issues will be addressed (see section 4.2)

To facilitate the bidding process for both bidders and evaluators it is recommended to use the attached Annex 5.



Attention:

Tenders failing to meet these requirements will be excluded.

The technical part must provide a detailed technical offer for phase 1 (including an explanation of the methodology, a work plan and details of deliverables and milestones), and must specify the plans for and objectives of the subsequent phases 2 and 3 and beyond (including a plan for commercial exploitation of the results).

The information provided in the technical section of the tender will be used to evaluate the tenders, on the basis of the technical award criteria and the compliance criteria A, D and E.

More detailed information for the phase 2 and 3 offers (in particular on the technical implementation plan, updated business plan and list of IPRs) will be provided in the calloffs.

4.4 Financial section

The tender must include a detailed economic offer specifying:

- binding unit prices for all items needed for carrying out phase 1 and for items that are expected to be needed for phases 2 and 3 (given in euros, excluding VAT but including any other taxes and duties)
- a fixed total price for phase 1 and an estimated total price for phases 2 and 3, broken down to show unit prices and the number of each unit needed to carry out phase 1 (given in euros, excluding VAT but including any other taxes and duties).

See <u>Decision 2015/444/EC, Euratom</u> on the provisions on security of EU-classified information.

In addition, the financial section must include:

- a price breakdown that shows the price for R&D services and the price for supplies of products (to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a price breakdown that shows the location or country in which the different categories of activities are to be carried out (e.g. x hours of senior researchers in country L at y euro/hour; a hours of junior developers in country M at b euro/hour) (to demonstrate compliance with the requirement relating to place of performance in on/off award criterion C)
- the financial compensation valuing the benefits and risks of the allocation of ownership of the IPRs to the contractor (i.e. IPRs generated by the contractor during the PCP), either:
 - by giving an absolute value for the price reduction between the price offered in the tender compared to the exclusive development price (i.e. the price that would have been quoted were IPR ownership to be transferred to the procurers)

in order to ensure compliance with the EU R&D&I state aid framework.

Attention: The unit prices quoted for each category of items (e.g. hourly rates for junior and senior researchers, developers and testers) remain binding for all phases (i.e. for the duration of the framework agreement).

The economic offer should be written following the form in Annex 8.

The financial compensation for IPRs must reflect the market value of the benefits received (i.e. the opportunity that the IPRs offer for commercial exploitation) and the risks assumed by the contractor (e.g. the cost of maintaining IPRs and bringing the products onto the market).

The information provided in the financial section of the tender will be used to evaluate the tenders on the basis of the price criteria.

More detailed information for the phase 2 and 3 offers will be provided in the call-off. The price for phase 2 and 3 offers must be based on the binding unit prices in the tender and the price conditions set out in the framework agreement. Where new units/unit prices (e.g. for new tasks or equipment) are subsequently added to the phase 2 or 3 offers, they will become binding for the remaining phases.

Similar price breakdowns will be requested for the call-offs for phase 2 and 3.

The economic offers must be signed on each sheet by the legal representative or in any case by a person with suitable powers, under penalty of nullity.

If the competitor is a temporary association of companies, or a consortium not yet constituted in the forms of law, the technical and economic offer must be signed by all the subjects that belong to the competitor, under penalty of exclusion from the tender.

If the competitor is a temporary association of companies, or a consortium already established in the form of law, the technical and economic offer can be signed by the sole legal representative or by the procurator of the mandatory company or the consortium.

4.5 Deposit

In order to be able to sign the Framework Agreement, the awarded tenderers shall provide, as a guarantee of the obligation undertaken with the Framework Agreement, a deposit. Such a deposit must be provided before the conclusion of the framework agreement and must be kept in force for the entire duration thereof.

The deposit is released in accordance with the specific provisions of article 103 of the Code of public contracts. For the purpose of signing the Framework Agreement, the Contractors will be asked to guarantee a deposit equal to the 10% of the contractual amount related to Phase I only. Furthermore, a deposit shall be guaranteed also for each subsequent Phase Contract for phase II and III, in each lot, equal to the 10% of the amount of the relevant lot. Viveracqua will then release the deposit guaranteed by the Contractor in the previous phase.

The surety guarantee must expressly provide for the waiver of the prior enforcement of the principal debtor, the waiver of the exception referred to in Article 1957, second paragraph, of the Civil Code, as well as the operation of the same guarantee within fifteen days, on simple request written by the contracting authority.

Guarantees and insurance policies must comply with the standard schemes approved by the Minister of Economic Development in agreement with the Minister of Infrastructure and Transport and previously agreed with the banks and insurance companies or their representatives.

The deposit will be constituted to the benefit Viveracqua - p.i. 04042120230 - and must be issued by insurance companies duly authorized, pursuant to Law 348/1982 subsequent amendments and additions, or by financial intermediaries registered in the special list (Legislative Decree 1/9/1993 n.385 - article 107), which perform exclusively or predominantly issuing guarantees, authorized by the Ministry of the Economy and Finance.

The following provisions must be included:

- "the guarantee provided with this deposit is valid until Viveracqua releases the principal debtor and arrange the consequent restitution of the original deposit";
- "the guarantor is jointly and severally obliged with the principal debtor to the payment of the guaranteed debt, without any benefit of prior enforcement of the principal debtor; furthermore, the guarantor undertakes to pay, without any previous consent from the guaranteed debtor, which will not be entitled to rise any objections about the payment, and within the limits of the guaranteed amounts, when formally requested by Viveracqua, by registered letter with acknowledgment of receipt; the guarantor waives to rise any exception in relation to the same payment. The payment shall be executed within 15 days from the date of receipt of the request for payment, given that for each day of delay in the payment, in addition to the guaranteed amounts, interest at the statutory rate in force shall be paid";
- "no failure to pay the premium, the premium surcharges, nor any fees agreed for the deposit release can be claimed on Viveracqua";
- "the competent court for the settle of any dispute arising against Viveracqua is the one in which Viveracqua has its registered office"

The proof of the deposit must be presented within 35 days from the Viveracqua request. The non-submission of the final guarantee, the presentation of a guarantee of a lower value or without one or more of the characteristics indicated above, can be remedied through the procedure of preliminary investigation. In particular, the Lead Procurer assigns to the tenderer a term, not exceeding ten days, for the presentation, integration or regularization of the deposit.

In case of failure by the Contractor to remedy the Lead Procurer will proceed to the exclusion of the tenderer from the tender procedure and to the award of the framework agreement and/or phase contract to the tenderer who follows in the lis.

The mentioned deposit cover the charges for lack of, or improper, performance, and it will be released in full, at the contractual expiration, upon the provided request that the exact fulfilment of all the obligations arising from the relevant Phase Contract has been verified.

The deposit may be reduced pursuant to art. 93 paragraph 7 of Legislative Decree no. 50/2016 smi. It is specified that pursuant to art. 93 paragraph 7 above, the reductions, if cumulative, are to be calculated by applying the first reduction on the total amount of the deposit, while the further reductions must be applied to the remaining amount. In order to take advantage of the reductions, the certificates must be presented, in certified copy, issued by the certifying subject.

In the case of micro-enterprises, small and medium-sized enterprises and joint tenders or ordinary consortia consisting exclusively of micro-enterprises, small and medium-sized companies, the deposit will be reduced by 50%.

In the event the deposit is reduced pursuant to art. 93 paragraph 7 of Legislative Decree no. 50/2016, the same must be accompanied by the relative certifications / requirements in the course of validity in original or authentic copy pursuant to art. 18 of Presidential Decree 445/00 smi or a copy pursuant to art. 19 or of the art. 19 bis same decree or self-declaration signed in simple form by the owner or by the legal representative or by the attorney of the company or by each grouping company certifying the possession of these certifications / requirements with attached photocopy of an identity document of the subscriber.

Should the amount of the deposit be reduced due to the application of penalties, or for any other cause, the successful tenderer will have to provide for the reintegration.

In the case of tenders submitted by consortia of operators, the provisional deposit is presented, on an irrevocable mandate, by the lead tenderer in the name and on behalf of all the tenderers in the consortium, without prejudice to the joint and several liability of all the members of the team.

5. <u>Miscellaneous</u>

5.1 Language

All Communication (relating to either the tender procedure or the implementation of the contract) must be carried out in English.

Tenders for phase 1 as well as offers for phase 2 and 3 call-offs must be submitted in English.

Deliverables must be submitted in English.

Any documentation in a foreign language must be accompanied by a translation in English "certified according to the original text" by the competent consular diplomatic representation or by an official translator to whom the court is to be attached. This documentation must be inserted in the generic area enclosed with the "Qualification or Technical or Economic Response" of interest.

5.2 Tender constitutes binding offer

A signed tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer.

The signature of an authorised representative will be considered as the signature of the tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

5.3 Unauthorized communication — Questions

The Q&A from the open market consultation can be found on http://www.smart-met.eu/open-market-consultation.

The summary of all questions and answers will be presented in an anonymised Q&A document that will be published on http://www.smart-met.eu in English (final version planned for). For phases 2 and 3, the answers will not be published, but distributed to all contractors that successfully completed the previous phase.

Unless otherwise instructed, please do not use any other contact addresses or contact any other persons in connection with this procurement.

Attention: All other contacts (or attempted contacts) will be considered unauthorised and may lead to the exclusion of your tender.

5.4 Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure (including EU-classified information¹³).

5.5 Contract implementation

After the assessment of the tenders in response to this PCP Call for Tender, successful tenderers will be requested to sign both a framework agreement and the specific contract for phases 1 (see the models given in Annexes 1 and 2). To further advance to Phase 2 and, respectively, to Phase 3, call-offs for each phase will be organized.

Monitoring

During each phase, contract implementation will be monitored periodically and reviewed against the expected outcomes (milestones, deliverables and output or results) for the phase. The intensity of monitoring and communication between the Smart.Met Consortium and the R&D providers will increase from Phase 1 to Phase 3. In Phase 1, contractors will be asked once to shortly report their status and the issues that they are facing in the development of their solution design (milestones, deliverables and output)

Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EUclassified information.

on paper.

At the beginning of Phase 2, each contractor will be assigned a main contact person (their supervisor) from the monitoring team appointed by the procurers.

In Phases 2 and 3, where solutions need to be developed, there will be regular monitoring meetings between the contractor and the monitoring team.

The meetings will take place physically during every deliverable and when necessary, after formal communication. The contractors could be asked to discuss the results achieved in the preceding period and present their updated work plan; the monitoring team or supervisor could visit the contractor's premises to periodically monitor progress; the contractors could visit the procurer's premises (in particular at the start of a phase to get to know better the operational environment that solutions need to be designed for). The contractor must cover its own costs and thus foresee personnel and travel budgets in its offer.

The monitoring team will provide regular feedback to contractors after meetings or visits.

<u>Payments based on satisfactory completion of milestones and deliverables of the phase</u>

Payments corresponding to each PCP phase will be subject to the *satisfactory* completion of the deliverables and milestones for that phase.

On the Completion Date of Phase I, the Tenderer shall submit to the Lead Procurer an "End of Phase Report" regarding such Phase together with the deliverables belonging to Phase I, which shall thereupon be reviewed and assessed by the Evaluation committee in order to determine whether the Contractor has complied with the Common Challenge and the Functional Specifications.

The Evaluation committee shall issue its decision regarding the satisfactory or successful completion of every Phase, within 3 weeks after the Completion Date of the Phase. In case the volume of Contractors leads to a longer evaluation process the Tenderers will be informed.

Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone / deliverable has been carried out
- if a reasonable minimum quality has been delivered
- if the reports have been submitted on time
- if the monies have been allocated to the planned objectives
- if the monies have been allocated and the work has been carried out according to the on/off award criteria (place of performance, public funding and R&D definition criteria)

and

• if the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractor has duly protected and managed IPRs generated in the respective phase).

'Reasonable minimum quality' of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert
- the report gives insight in the tasks performed in and the results
- the report is made using the end of phase report form or (if applicable) the milestone report form and the requirements of this form have been met

'Reasonable minimum quality' of a demonstration (for phase 2 or 3) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge)
- the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the contractor

Satisfactory completion in each of the phases does not mean successful completion.

The assessment will consider the efforts made by contractors to take into account the feedback from the supervisor or the monitoring team.

Where the Assessment Committee judges the completion of deliverables or milestones to be unsatisfactory, the contractors can be required for clarification and to resubmit the deliverables in (1) week. In case of confirmed unsatisfactory deliverables or milestones, the Assessment Committe will communicate the rejection and the pre-payments made to the benefit of the Contractors at the beginning of a phase shall be reimbursed in full and the Framework agreement and respective Phase contract shall be terminated.

Invoices must be submitted to the Lead Procurer.

Contractors' invoices must provide:

- a price breakdown showing the price for R&D services and the price for supplies
 of products (in order to demonstrate compliance with the definition of R&D in
 compliance criteria A)
- a price breakdown showing the location or country in which the different categories of activities were performed (e.g. x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour) (in order to demonstrate compliance with the requirement relating to the place of performance in compliance criteria C).

Payment schedule for Phase 1 will be:

- 10% at the beginning of Phase 1.
- 90% after completion of the solution design and feasibility studies (Phase 1).

Payment for Phase 2 will be split in two parts: 20% at the assignment to Phase 2 and 80% at the end of Phase 2, after the End of Phase 2 Report has been approved.

Payment for Phase 3 will be split in two parts: 30% at the assignment to Phase 3 and 70% after inspection and testing of test series products developed during Phase 3, after the End of Phase 3 Report has been approved.

Eligibility for the next phase based on successful completion of the phase

Eligibility for participation in the next phase will be subject to *successful* completion of the current phase.

Successful completion of a phase will be assessed by the assessment committee against the following requirements:

- if all milestones have been successfully completed
- if the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve)
- · if the results of the R&D are considered to be promising

'Promising' means:

- · for phase 1, that the feasibility is convincing
- for phase 2, that the feasibility, the applicability in an operational setting and the potential impact of the product is convincing

Please note that there is a difference between satisfactory completion and successful completion: a satisfactory completion is a requirement to receive the payment for that phase. Satisfactory completion includes completion of all the deliverables & milestones in the specific phase, and meeting minimum requirements set for that phase.

A successful completion is a prerequisite for passing from one phase to the next and includes the same aspects as satisfactory completion, but will also depend on the assessment of how promising the R&D is.

Finalisation of phase 3: Possible follow-up PPI procurements

Follow-up PPI procurements fora *commercial volume* of the innovative solutions developed in this PCP procurement will be subject to a new call for tenders.

5.6 Cancellation of the tender procedure

The Smart.Met procurers may, at any moment, at their sole discretion, stop the tender procedure and cancel it.

The Smart.Met procurers reserve the right not to award any contracts at the end of the tender procedure.

The procurers are not liable for any expense or loss the tenderers may have incurred in preparing their offer.

5.7 Procedures for appeal

Any legal claim, petition or application for judicial review, with regard to the present procurement procedure, whether before civil law courts or administrative courts, shall be made in Italy. By submitting a proposal, the tenderer accepts the exclusive jurisdiction of Italian courts.

Appeal procedures against decisions taken during the tendering stage and with regard to the selection of tenderers in between the different phases may be lodged with the Tribunale Amministrativo Regionale del Veneto (Administrative Law Court of Veneto) – pursuant to the Legislative Decree of 2 July 2010 n. 104, Codice del Processo Amministrativo (Code of Administrative Procedure).

The Tribunale Ordinario de Verona (Civil Law Court of Verona) shall have exclusive jurisdiction for any dispute or claim arising out of or in connection with the execution of the agreement entered into between the Procuring Entity and the Contractor, pursuant to the Royal Decree of 28 October 1940, n. 1443, Codice di Procedura Civile (Code of Civil Procedure).

5.8 Processing of personal data

Legislative Decree 30 June 2003, n. 196 guarantees that the processing of data is carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subject with particular reference to confidentiality, personal identity and the right to data protection.

The processing of data that Viveracqua intends to carry out will be based on lawfulness and correctness in the full protection of its rights and its confidentiality pursuant to Article 13 of Legislative Decree No. 196/2003.

Therefore, the competitors are informed of the procedure that:

- the data provided by the participants will be treated exclusively with reference to the procedure for which they submitted the documentation;
- the treatment will be carried out with paper and / or IT support;
- the provision of data is mandatory to give effect to the procedure that affects competitors in the tender for the assignment of activities;
- the data controller is Viveracqua;
- at any time the competitor can exercise his / her rights towards the data controller, pursuant to article 7 of Legislative Decree no. 196/2003.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



Annex 1 FRAMEWORK AGREEMENT

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

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Smart.met Framework Agreement

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PREAMBLE

This is a framework agreement ("Agreement" or "Framework Agreement") between the following parties:

on the one part, the "Lead Procurer", Viveraqua S.c.a.r.I, hereinafter referred to as "Viveraqua" or the "Lead Procurer", acting in the name and on behalf of the procurers in the buyers group (together with the Lead Procurer: "SMART.MET Procurers"):

- CONSORCIO PARA LA GESTION DE SERVICIOS MEDIOAMBIENTALES DE LA PROVINCIA DE BADAJOZ – SPAIN, hereinafter referred to as "PROMEDIO",
- EAU DE PARIS FRANCE, hereinafter referred to as "EDP"
- SYNDICAT DES EAUX ET DE L'ASSAINISSEMENT ALSACE MOSELLE FRANCE, hereinafter referred to as "SDEA"
- COMPAGNIE INTERCOMMUNALE LIEGEOISE DES EAUX BELGIUM, hereinafter referred to as "CILE"
- INTERCOMMUNALE BRUXELLOISE DE DISTRIBUTION ET D'ASSAINISSEMENT D'EAU— BELGIUM, hereinafter referred to as "VIVAQUA"
- FŐVÁROSI VÍZMŰVEK ZARTKORUEN MUKODO RESZVENYTARSASAG HUNGARY, hereinafter referred to as "VIZMUVEK"

hereinafter individually referred to as "SMART.MET Procurer" and collectively as "SMART.MET Procurers".

and on the other hand, the "Contractor", [insert details of the contractor],

[OPTION for joint tenders: acting in the name and on behalf of the other members of group of tenderers:

1. [insert the details of the members of the group of tenderers]

The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this Framework Agreement and the Specific Phase Contracts.]

The Lead Procurer, SMART.MET Procurers and the Contractor(s) shall be referred to together as "Parties" and individually as "Party", unless otherwise specified.

By signing this Agreement the Parties agree to implement the SMART.MET Pre-commercial Procurement Project in accordance with the Agreement and all the obligations it sets out.

The Agreement is composed of:

- Preamble
- Annex 1 Phase Contract
- Annex 2 PCP Call For Tenders
- Annex 3 End of Phase Report template

WHEREAS:

- 1. The SMART.MET Procurers have entered into the Grant Agreement with the European Union, No. 731996 ("Grant Agreement") whereby the European Union has awarded the SMART.MET Procurers the grant for the action entitled 'PCP for Water Smart Metering SMART.MET' (hereinafter referred to as "SMART.MET PCP Project"), as set out in annex 1 to the Grant Agreement.
- 2. The SMART.MET Buyers Group and other Partners (among of which are Office International de l'Eau, Aragon Partners Srl, Université de Limoges, Fundación Nueva Cultura del Agua, Aqua Publica Europea and Sara Bedin) signed a Consortium Agreement, in order to specify the relationship among them, the management of the SMART.MET PCP Project and the rights and obligations of the Parties and, furthermore, to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.
- The scope of the SMART.MET PCP is to develop a new remote reader system which is capable of real-time reading and of bi-directional communication, and complete daily data transmission while complying with open standards, as more detailed provided in the PCP Call for Proposals.
- 4. In order to simplify and uniform the implementation (i.e. equal treatment and conditions for the economic operators) the Consortium has voted for the Lead Procurer model, which foresees the assignment of the duty to launch the tender to a single contracting authority.
- 5. Viveraqua has been selected by the other Procurers in the SMART.MET Buyers' Group as the Lead Procurer that will act in its own name and on behalf of the other procurers in the SMART.MET Buyers Group, by publishing a single contract notice and entering into (a) framework agreement(s) and/or (a) procurement contract(s) with the selected Contractor(s).
- 6. The technical aspects and standards defined by the project, the evaluation of the technologies developed and the overall process of innovation will be managed in a coordinated manner by the Lead Procurer and the other Procurers in the SMART.MET Buyers' Group.
- 7. The Lead Procurer nominated by the SMART.MET Procurers, in accordance with the public procurement principles governing the selection of the Contractor, proceeded with the selection of Contractors through a European Joint Pre-Commercial Procurement procedure, initiated on [...] by the publication of the Contract Notice for the implementation of the action aforementioned Tender Number [...]".
- 8. The Contractor has submitted an offer for the implementation of the SMART.MET PCP Project on the development of a solution for a new remote reader system which is capable of real-time reading and of bi-directional communication, and complete daily data transmission while complying with open standards, in line with the provisions of the PCP Call for Proposals], and has subsequently qualified for the awarding of a contract for Phase 1 (one) of the above mentioned procedure and consequently, has expressly

manifested his/her will to undertake to provide the subject matter of this Framework Agreement, at terms and conditions set forth below.

The Lead Procurer will make use of the Contractor's specialist expertise, which will use professional resources with the knowledge and experience necessary to implement the activities set forth in this Framework Agreement.

- 9. The Contractor declares that the "Contract Notice for the realization of the SMART.MET PCP Project, the "PCP Call for Proposals", all the declarations submitted in accordance with the templates provided by the Annexes to the PCP Call for Proposals, the "Framework Agreement", the "Technical Specifications", the "Template for Technical Tender Form"] and the ["Template for Economic Offer Form"] contents and the specific annexes and/or additional documentation, define adequately and completely the objectives of the SMART.MET PCP Project and the scope of the R&D Services to be provided. Moreover, the Contractor declares that, in any case, was able to understand all elements of the documents mentioned here, for a suitable technical and economic evaluation of them and for the formulation of an offer.
- 10. The SMART.MET PCP Project is divided into three R&D Phases, consisting respectively, in the following order, in:
 - a) Phase I: Solution exploration and design;
 - b) Phase II: Prototype development;
 - c) Phase III: Original development of a limited volume of first products or services in the form of a test series.
- 11. This preamble, the deeds and documents mentioned in the same preamble and in the remainder of this Framework Agreement, including the "Contract Notice for the implementation of the SMART.MET PCP Project, the "PCP Call for Tenders", the "Technical Specifications", and the documents attached to the same or complementary are integral and essential part of the Framework Agreement. The document "Technical Offer" and the document "Financial Offer", as submitted by the Contractor, also constitute an integral and substantial part of this Framework Agreement.
- 14. By signing this Framework Agreement the Parties agree to implement the SMART.MET PCP Project in accordance with the Grant Agreement and all the obligations it sets out.

Now therefore, between the Parties, as above represented,

IT IS AGREED AS FOLLOWS:

Article 1 — Subject and scope of the agreement

- 1.1. This Framework Agreement defines the general terms and conditions for the implementation of the SMART.MET PCP Project of R&D services set out in Article 4 and for the Specific Phase Contracts that will be awarded for each of the 3 PCP phases.
- 1.2. The Contractor irrevocably undertakes towards the Lead Procurer to carry out the activities referred to in the PCP Call for Proposals, the document entitled "Technical

- Specifications", in the document "Technical Offer" and in the document "Financial Offer" and to comply with all obligations incumbent thereupon under this agreement and any awarded Phase contracts.
- 1.3. Through this Framework Agreement" and the Phase Contract for Phase I, the Lead Procurer assigns to the Contractor the task of performing the services covered by the Phase I of the project.
- 1.4. The Contractor confirms to be aware of and to agree with the fact that the Lead Procurer may enter into similar agreements, relating to the same project, with other Contractors of Phase I.

Article 2 – Conditions for the execution of activities

- 2.1. The Contractor undertakes to fulfil the obligations under this Framework Agreement with its own means, by organizing and managing at its own risk.
- 2.2. The objectives and requirements of the SMART.MET PCP Project are set out in the Common Challenge and the Functional Specifications document. Within the limits of such objectives and requirements, the details of the exact program to be followed and the day-to-day responsibility for carrying out this program will be under the control of the Contractor, in consultation, where appropriate, with the Lead Procurer's representative.
- 2.3. The Contractor shall inform the Lead Procurer on a regular basis and, in any case, promptly upon the Lead Procurer's first request, of the progress of the Project. In particular, but without prejudice to other provisions hereunder, the Contractor shall notify the Lead Procurer of any proposed deviation from the agreed scope of work or if significant developments occur as the Research and development work progresses as soon as possible after the Contractor becomes aware of the necessity or usefulness of such deviation.
- 2.4. The Contractor shall ensure full communication takes place between the Parties and such others as may be notified to the Contractor by the Lead Procurer and shall advise as required on the Project.
- 2.5. During the execution of the Framework Agreement and without any interference in the Contractor internal processes, the Lead Procurer reserves the right to check periodically the exact fulfilment of the contractual performance.
- 2.6. The Contractor undertakes to perform at least the [51]% of Research and Development services of each phase, within the European Union Member States and countries associated to Horizon 2020, under penalty of termination, in accordance with article 22 ("Breach of Contract. Termination. Liability of damages"), of this Framework Agreement. The Contractor shall provide, upon request of the Lead Procurer, a verified account of the fulfilment of the above obligation. The Lead Procurer shall terminate this agreement forthwith in case of failure by the Contractor to comply with the provisions under this article 2.6.
- 2.7. Furthermore, the Contractor undertakes not to subcontract more than a maximum 30% of the services under this agreement to any sub-contractors. The Lead Procurer

- shall terminate this agreement forthwith in case of failure by the Contractor to comply with the provisions under this article 2.7.
- 2.8. In providing the services as required under this Framework Agreement and Specific Phase Contract(s), the Contractor shall ensure full compliance with the requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes.
- 2.9. Upon signing of this Agreement, the Contractor shall appoint a representative for this Framework Agreement, which will be the contact person with the Lead Procurer. The Contractor representative will then have the ability, unless otherwise decided, to represent for all purposes the same Contractor. At the same time, the Lead Procurer will appoint a representative for this Framework Agreement.
- 2.10. At the execution date of this Agreement, the Contractor will have to communicate the name, phone number, fax number (if available) and e-mail address of the Contractor representative.
- 2.11. Notwithstanding the provisions of Article 22, the Lead Procurer may terminate this Framework Agreement forthwith should the Contractor be unwilling or unable for any reason to continue with the Project or if, in the reasonable opinion of the Lead Procurer, the Contractor is consistently failing to achieve an acceptable standard in relation to the Project. If this occurs, the Lead Procurer shall not be obliged to make any further financial payment to the Contractor.

Article 3 — Duration and effectiveness

- 3.1. The Project is divided into the following phases:
 - Phase I: Solution design and feasibility study
 - Phase II: Prototype development
 - Phase III: Development of a limited volume of first products or services in the form of a test series.
- 3.2. Duration of each phase
 - Phase I will have a maximum duration of [6,5] months
 Phase I will have an execution duration of [3,5] months
 - Phase II will have a maximum duration of [11,5] months Phase II will have an execution duration of [9] months.
 - Phase III will have a maximum duration of [11,6] months
 Phase III will have an execution duration of [9,6] months.

For details please refer to the general roadmap included in the call for tenders.

3.3. The Framework Agreement becomes effective upon signing by both Parties and shall remain in effect (unless terminated in accordance with Article 22) until the Completion

- Date (as defined herein above) of Phase I or of a later Phase that has been awarded to the Contractor. However, confidentiality related obligations shall remain applicable for a period of [4] years after the end of the Framework Agreement in accordance with Article 12.
- 3.4. The period of execution of the tasks may be extended only with the express written agreement of the Parties before the expiration of the period for execution of the tasks, in compliance with the provisions of Article 24 ("Amendments").

Article 4 — R&D services to be provided

4.1. The Contractor shall provide the R&D services required in each individual Phase as indicated in articles 2 and 3 above (tasks, deliverables and milestones) and in each related Phase Contract, with the scope to develop solutions to tackle the challenge set out in the tender, the Technical Specifications document and the Specific Contracts, in compliance with the rules of the state aid framework for R&D&I.

Article 5 — Duties of the Parties

- 5.1. The Contractor acknowledges and agrees that the Contractor is entering into this Framework Agreement on the basis that the details of the Project are accurate and complete in all material respects, and are not misleading.
- 5.2. The Contractor undertakes to perform all the activities subject of this Agreement in accordance with this Agreement, in compliance with the applicable regulations and in accordance with the conditions, procedures, terms and provisions contained in the document entitled "Technical Specifications" and its annexes, in the "PCP Call for Tender" and its annexes, the "Technical Offer", and in the "Financial Offer" or subsequent offers, if any. The Contractor further undertakes to allocate sufficient resources, equally, to each Specific Phase Contract that the Contractor is awarded, in order to comply with its obligations in any such Phase. The Contractor also undertakes to ensure that each member of the Contractor's Staff engaged on the Project observes the terms and conditions of this Agreement and any Amendment entered into between the Parties hereto, and that the Contractor's Staff are advised of any changes in the scope of the Agreement or the Project.
- 5.3. The Contractor shall ensure timely meeting of delivery related obligations in any performance dates, including but not limited to End of Phase Reports and related deliverables. If the Contractor fails to do so, the Lead Procurer may, after giving the Contractor not less than 15 Days' notice of its intention (without prejudice to any other rights it may have):
 - a. terminate this Agreement in whole or in part without liability to the Contractor;
 - b. refuse to accept any subsequent performance of the Project which the Contractor attempts to make;
 - c. hold the Contractor accountable for any loss and additional costs incurred; and
 - d. have all sums previously paid by the Lead Procurer to the Contractor under the Phase which is then running, refunded by the Contractor.
- 5.4. The Contractor undertakes to:
 - a. co-operate with the Lead Procurer in all matters relating to the Project;

- b. obtain and at all times maintain during the collaboration all necessary licenses and consents required for the performance of this Framework Agreement;
- c. subject to the prior written approval of the Lead Procurer, appoint or, at the written request of the Lead Procurer, replace without delay:
 - i. the Contractor's Representative; and/or
 - ii. Key Staff or any member of the Contractor's team, who shall be suitably skilled, experienced and qualified to carry out the Project.
- d. ensure the availability of the Contractor's Representative and (Key) Staff for the purposes of the Project;
- e. promptly inform the Lead Procurer of the absence of the Contractor's Representative and/or Key Staff. If the Lead Procurer so requires, the Contractor shall provide a suitably qualified replacement;
- f. not make any changes to the Contractor representative, Sub-contractors or the Key Staff without the prior written approval of the Lead Procurer, such approval not to be unreasonably withheld or delayed; and
- g. ensure that the Contractor's team uses reasonable skill and care during the Project;
- h. be responsible for the accuracy of all drawings, documentation and information supplied to the Lead Procurer in connection with delivery of this Framework Agreement. The Contractor shall:
 - observe and comply, and ensure that the Contractor's team observes and complies with all rules, regulations and technical requirements and all any other reasonable requirements and safety regulations as well as those that may subsequently be enacted or issued by the Lead Procurer; for the avoidance of any doubt, the Contractor undertakes that any increased costs, resulting from the need to observe the rules and regulations referred to in the previous paragraph, even if entered into force after the signing of the Framework Agreement, will remain the exclusive responsibility of the Contractor. Therefore, the same Contractor cannot claim any payments, as such, against the Lead Procurer and/or any other third parties, to the extent of its jurisdiction, and will assume all the risks related to any subsequent amendments to the law in force, which may impose additional charges subsequent to those provided at the time of the submission of offers. The Contractor expressly agrees to indemnify and hold harmless Lead Procurer and/or, in any case, any third party, for all the consequences arising from any breach of the rules and technical requirements, safety, and other related regulations;
 - ii. acknowledge and adjust to any modification with respect to the Functional Specifications by the Lead Procurer as the case may be;
 - iii. notify the Lead Procurer as soon as it becomes aware of any issues which arise in relation to the Project.
- 5.5. The Contractor undertakes to ensure that all required Key Staff will be available to deliver the required services at agreed levels of quality and in a timely manner. Notwithstanding the provisions of Article 22, the Lead Procurer may terminate this Framework Agreement with a Contractor if any of the Contractor's Key Staff are not available for the entire period needed to fulfil their duties in the Project, subject to prior discussion having first been held with the Contractor to attempt to identify and

agree a mutually acceptable replacement and where the lack of availability of one or more of the Key Staff causes a material risk to the fulfilment of the delivery objective of the Project.

5.6. The Lead Procurer shall:

- a. co-operate with the Contractor in all matters relating to the Project and appoint (and replace, if appropriate) the Lead Procurer representative;
- b. provide such access to the Lead Procurer's premises and sensitive data, if it is in accordance to data-protection officials, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed rules and regulations with the Contractor in writing in advance, for the purposes of the Project;
- c. provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project, in a timely manner, and ensure that it is accurate in all material respects; and
- d. inform the supplier of all health and safety and any other reasonable security requirements that apply at any of the Lead Procurer's premises.

Article 6 — Warranties and representations

- 6.1. The Contractor warrants and represents to have full capacity and authority to send all necessary usage licenses, permits and consents with the related rights related to the SMART.MET PCP Project and continues to have this full capacity, authority, usage licenses, permits and consents during the duration of the Framework Agreement.
- 6.2. The Contractor warrants that it will perform the services under the Framework Agreement in a professional and skillful manner, meeting best industry practice.
- 6.3. The Contractor warrants that the information it will provide under the Framework Agreement will be correct, accurate and up-to-date.

Article 7 — Monitoring and Evaluation activities

- 7.1. During each PCP Phase, contract implementation and progress will be monitored periodically and reviewed against the expected outcomes (milestones, deliverables and output or results) for the phase. To this end, the Contractor will be assigned a main contact person (their supervisor) from the monitoring team appointed by the Lead Procurer. There will be regular monitoring meetings between Contractor and the monitoring team (SMARTMET TAC).
- 7.2. For the purpose of such monitoring activities, the Lead Procurer is entitled to carry out physical visits to the Contractor's premises at any time during the implementation of the SMART.MET PCP Project. The meetings will take place after formal communication. The Contractor could be asked to discuss the results achieved in the preceding period and present their updated work plan. The monitoring team will provide regular feedback to the Contractor after meetings or visits.

Article 8 — End of Phase reporting

8.1. The Contractor shall submit to the Lead Procurer an End of Phase Report at the end of each relevant Phase ["Phase I" (Solution design); "Phase II" (Prototype development);

- "Phase III" (Original development of a limited volume of first products or services in the form of a test series)], in the approved Language on the Completion Date.
- 8.2. The Contactor shall draft the End of Phase Report using the form Annex 3, and shall take into account any and all recommendations provided by the Lead Procurer or SMART.MET Procurers representative as amended from time to time or as otherwise required by the Lead Procurer or the SMART.MET Procurers representative. The End of Phase Report shall include the Data, methods, Results and final conclusions together with management information and any other information relating to the specific Project Phase it concerns up to the Completion Date thereof. Ownership of necessary Reports of all Phases will be transferred to the Lead Procurer and SMAT.MET Procurers.
- 8.3. The Evaluation of each End of Phase Report shall be carried out at the Lead Procurer premises or at any other place indicated thereby, by an Evaluation Committee, appointed by the Lead Procurer.
- 8.4. The Evaluation of the End of Phase Report will be made within 4 weeks after the submission of the End of Phase Report.
- 8.5. The Evaluation will assess whether the Contractor has achieved the objectives mentioned in the "Technical Offer", in accordance with the document named "Technical Specifications" and each Phase objectives.
- 8.6. The Evaluation will be documented in a specific report, indicating the date and the results of the same and will be signed by all the members of the Evaluation Committee.

Article 9 — Succession of Phase I, Phase II and Phase III of the Project

- 9.1. By the signing of the Framework Agreement, the Lead Procurer and the Contractor accept the general conditions set by this Framework Agreement and the annexed Phase Contract for Phase I.
- 9.2. In case the Contractor gets awarded contracts for Phase II and Phase III, these have to be signed by the Lead Procurer and the Contractor. The Contractor has the obligation of performing the Services within the scope of the respective Phases of the Project.

9.3. Assessment of Phase I and award of Phase II

- 9.3.1. On the Completion Date of Phase I, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 3) together with the deliverables belonging to Phase I, which shall be reviewed and assessed by the Evaluation Committee in order to determine whether the Contractor has complied with the Performance Conditions and the Functional Specifications. This evaluation shall follow the procedure mentioned under Article 8 above.
- 9.3.2. The outcome of the evaluation shall result in the decision of the Evaluation Committee regarding the unsatisfactory, satisfactory or successful completion of Phase I (as defined in the preamble of this agreement). This decision will be issued 4 weeks after the Completion Date of Phase I. In case a longer evaluation

process is needed, the Contractors will be duly informed of the new timeline for the evaluation outcome.

9.3.3. The following rules shall apply:

- a. In case the Contractor has not satisfactorily completed Phase I:
 - i. the Contractor shall reimburse the received pre-payment to the Lead Procurer.
 - ii. the Contractor will not receive the payment for the work carried out in Phase I,
 - iii. the Contractor will not be invited to submit an offer for Phase II,
 - iv. this framework agreement and Phase I Contract shall terminate.
- b. In case the contractor has satisfactorily, but not successfully completed Phase I:
 - The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase I,
 - iii. the Contractor will not be invited to submit an offer for Phase II, and
 - iv. this framework agreement and Phase I Contract shall terminate.
- c. In case the Contractor has successfully completed Phase I:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase I and
 - iii. the Contractor will be invited to submit an offer for Phase II.
- 9.3.4. The Contractor that has successfully completed Phase I will be invited to submit an offer for Phase II within 6 weeks from the date of the invitation. A public opening of the offers will be organized at the premises of the Lead Procurer. The Lead Procurer will communicate the award decision 4 weeks after the deadline for submitting the offers. Following the award decision, a standstill period of 5 weeks will apply prior to signing the Phase II contract. Any changes in the timeline above, will be duly communicated to the Contractors.
- 9.3.5. If the Contractor is selected for Phase II, this Agreement shall continue in effect for the duration of the following Phases. The Contractor shall thereupon sign a formal assignment relevant to that phase. Alternatively, if the Contractor is not selected for Phase II, this Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase II.

9.4. Assessment of Phase II and award of Phase III

9.4.1 On the Completion Date of Phase II, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 3) together with the deliverables belonging to Phase II, which shall be reviewed and

- assessed by the Evaluation committee in order to determine whether the Contractor has complied with the Performance Conditions and the Functional Specifications. This assessment shall follow the procedure mentioned under article 8 above and shall be performed within 4 weeks after the Completion Date of Phase II.
- 9.4.2 The outcome of the evaluation shall result in the decision of the Evaluation Committee regarding the unsatisfactory, satisfactory or successful completion of Phase II (as defined in the preamble of this agreement). This decision will be issued 4 weeks after the Completion Date of Phase II. In case a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.
- 9.4.3 The following rules shall apply:
 - a. In case the Contractor has not satisfactorily completed Phase II:
 - the Contractor shall reimburse the received pre-payment to the Lead Procurer the Contractor will not receive the payment for the work carried out in Phase II,
 - ii. the Contractor will not be invited to submit an offer for Phase III,
 - iii. the framework agreement and the Phase II Contract shall terminate.
 - b. In case the contractor has satisfactorily, but not successfully completed Phase II:
 - i. The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase II,
 - iii. the Contractor will not be invited to submit an offer for Phase III, and
 - iv. the framework agreement and the Phase II Contract shall terminate.
 - c. In case the Contractor has successfully completed Phase II:
 - v. The Contractor shall not reimburse the received pre-payment to the Lead Procurer the Contractor will be entitled to the payment for the work carried out in Phase II and
 - vi. the Contractor will be invited to submit an offer for Phase III.
- 9.4.4 The Contractor that successfully completed Phase II will be invited to submit an offer for Phase III within 6 weeks from the invitation. A public opening of the offers will be organized at the premises of the Lead Procurer. The Lead Procurer will communicate the award decision 4 weeks after the deadline for submitting the offers. Following the award decision, a standstill period of 5 weeks will apply prior to signing the Phase III contract. Any changes in the timeline above, will be duly communicated to the Contractors.
- 9.4.5 If the Contractor is selected for Phase III, this Agreement shall continue in effect for the duration of that Phase. The Contractor shall thereupon sign a formal assignment relevant to that phase. In addition, if the Contractor is not

selected for Phase III, this Agreement shall, without prejudice to any surviving clauses, cease to have any effect upon the date announced by the Lead Procurer for final award of Phase III.

9.5. Assessment of Phase III

- 9.5.1 On the Completion Date of Phase III, the Contractor shall submit to the Lead Procurer an "End of Phase Report" (in the form attached in Annex 4) together with the deliverables belonging to Phase III, which shall be reviewed and assessed by the Evaluation committee in order to determine whether the Contractor has complied with the Performance Conditions and the Functional Specifications. This assessment shall follow the procedure mentioned under article 8 above and shall be performed within a total of 6 weeks, starting 2 weeks before the Completion Date of Phase III.
- 9.5.2 The outcome of the evaluation shall result in the decision of the Evaluation Committee regarding the satisfactory or successful completion of Phase III (as defined in the preamble of this agreement). This decision will be issued not later than 4 weeks after the Completion Date of Phase III. In case of a longer evaluation process, the Contractors will be duly informed of the new timeline for the evaluation outcome.
- 9.5.3 The following rules shall apply:
 - a. In case the Contractor has not satisfactorily completed Phase III:
 - i. the Contractor shall reimburse the received pre-payment to the Lead Procurer. The Contractor will not receive the payment for the work carried out in Phase III, and the framework agreement and the Phase III Contract shall terminate.
 - b. In case the contractor has satisfactorily or successfully completed Phase III:
 - The Contractor shall not reimburse the received pre-payment to the Lead Procurer;
 - ii. the Contractor will be entitled to the payment for the work carried out in Phase III.
- 9.6. Successful completion of Phase I is a prerequisite to receiving an invitation for Phase II. Successful completion of Phase II is a prerequisite to receiving an invitation for Phase III.
- 9.7. Any award for Phases II and III will be communicated in writing by the Lead Procurer to the Contractor.
- 9.8. Any reference in this Framework Agreement to the Project refers also to any of the Phases awarded to the Contractor.
- 9.9. In each Phase at least 51% of the Services shall be performed within the EU Member States, or a country that is associated to H2020.
- 9.10. The Lead Procurer reserves the right not to award contracts for Phases for which it has not received any favorable or suitable or acceptable offer in relation to the Project; to stop, cancel, revoke, re-issue the PCP or not to award any Phase Contract for objective

reasons. The Lead Procurer assumes no obligation whatsoever to compensate or indemnify the Contractors or Contractors for any expense or loss that may occur in the preparation of their tenders.

Article 10 — Pricing, payment and accounting

- 10.1. The total amount to be paid by the Lead Procurer to the Contractor shall not exceed the relevant amounts detailed in the Contract Notice.
- 10.2. The price for the R&D services to be implemented for each PCP phase will be set out in the Specific Contracts.
- 10.3. Payments for the Contractor's Services for each phase will be made according to the following provisions:
 - 10.3.1. PHASE I: The Contractor may issue an invoice for the payment of a pre-payment equal to [10]% of the Price for Phase I after signing the Phase I Contract. The Contractor may issue an invoice for the payment of the second payment of [90]% following the communication of the Evaluation Committee decision confirming that the contractor has completed Phase I satisfactorily and/or successfully. In case of Default, any payment already made may be reclaimed, in compliance with the provisions under article 9.3.3.;
 - 10.3.2. PHASE II: The Contractor may issue an invoice for the payment of a pre-payment equal to [20]% of the Price for Phase II after signing the Phase II Contract. The Contractor may issue an invoice for the payment of the second payment of [80]% following the communication of the Evaluation Committee confirming that the Contractor has complied with the Performance Conditions and the Functional Specifications applicable to Phase II and has completed Phase II satisfactorily and/or successfully. In case of Default, any payment already made may be reclaimed in compliance with the provisions under article 9.4.3.
 - PHASE III: The Contractor may issue an invoice for the payment of a pre-payment equal to [30]% of the Price for Phase III after signing the Phase III Contract. The Contractor may issue an invoice for the payment of the second payment of [70]% following the communication of the Evaluation Committee confirming that the Contractor has complied with the Performance Conditions and the Functional Specifications applicable to Phase III and has completed Phase III satisfactorily and/or successfully. In case of Default, any payment already made may be reclaimed in compliance with the provisions under article 9.5.3.
- 10.4. Payments will be made by the Lead Procurer, following the submission of the relevant invoices.
- 10.5. Invoices shall be paid by the Lead Procurer within 30 (thirty) days end of the month of the invoice's date of receipt. The Lead Procurer will liquidate the mentioned invoices in the dedicated current account detailed by the Contractor.

- 10.6. All activities necessary to a full and regular compliance with the contractual terms and condition shall be the sole responsibility of the Contractor and are included in the consideration specified in the Financial Offer, even if not specified in this Framework Agreement.
- 10.7. Prices indicated and submitted by the Contractor in the Financial Offer during the tender shall remain fixed and invariable for the duration of the Framework Agreement and includes all the costs and expenses.
- 10.8. The Contractor accepts, upon first request from the Lead Procurer, to provide the Lead Procurer with complete, relevant and clear information as well as documentary evidence about the allocation of amounts paid by the Lead Procurer.
- 10.9. Payments to third parties employed or hired by the Contractor, if any, shall remain the sole responsibility of the Contractor, who shall ensure that such payments are made promptly and shall hold the Lead Procurer harmless against any claim of such third parties.
- 10.10. The Contractor shall provide all reasonable assistance at all times during the term of the Agreement and during a period of [10] years after termination or expiry of this Agreement for any reason whatsoever, for the purposes of allowing the Lead Procurer to obtain such information as is necessary to fulfil the Lead Procurer's obligations to supply information for national or supra- national parliamentary, governmental, judicial or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.
- 10.11. The Contractor shall keep and maintain, up until at least [10] years after this Agreement has been completed, full and accurate records of the Project including:
 - 10.11.1. all aspects of the Project;
 - 10.11.2. all expenditure paid by the Lead Procurer; and
 - 10.11.3. all payments made by the Lead Procurer, and the Contractor shall on request allow the Lead Procurer or the Lead Procurer's representatives such access to those records as may be required in connection with the Agreement.
- 10.12. Wherever, under the Contract, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Lead Procurer in respect of any breach of the Framework Agreement or a Phase Contract), the Lead Procurer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Framework Agreement or under any other agreement with the Lead Procurer.
- 10.13. Payments will be made only if the contractor has satisfied all the points referred to the table "Expected outcomes (per phase)" as per art.2.1 Description of services to be procured of the Call for tender
- 10.14. Traceability
 - The Company undertakes to communicate the identifying details of the dedicated current account, within seven days from the start up or from their first use in the case

of existing current accounts, as provided for by art. 3 paragraph 7 L. 136/2010 smi, as well as the personal data and tax code of the persons delegated to operate on it.

The Company assumes all the obligations of traceability of financial flows pursuant to art. 3 of Law 136/2010 and subsequent amendments and acknowledges that failure to comply with the obligations of traceability of financial flows, in addition to specific penalties, implies the absolute nullity of the contract and that the non-use of bank or postal transfer or other instruments suitable for allowing full traceability of operations determines the termination of contract law.

Article 11 - Sharing of IPR-related risks and benefits under market conditions

11.1 PCP procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development. Giving each contractor the ownership of the IPRs attached to the results it generates during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). Moreover, the procurers must receive rights to use the R&D results for internal use and licensing rights subject to certain conditions. The IPR regime and treatment applicable to this SMART.MET PCP is fully described in articles 1.2 of the PCP Call for Tender.

Article 12 — Confidentiality

- 12.1 The Parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement and Specific Phase Contracts and up to [4] years after their end.
- 12.2 If information has been identified as confidential only orally, it shall be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.
- 12.3 The Parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if:
 - they need to be aware of this information in order to implement the PCP activities under the Framework Agreement and Specific Phase Contracts; and
 - they are bound by an obligation of confidentiality.
- 12.4 The SMART.MET Procurers may disclose confidential information to the EU if required under their Horizon 2020 grant agreement.
- 12.5 The confidentiality obligations cease to apply if:

- the disclosing party agrees to release the other party from the obligation;
- the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- the recipient proves that the information was produced without the use of confidential information:
- the information becomes generally and publicly available, without breaching any confidentiality obligation; or
- the disclosure of the information is required by EU or national law.
- 12.6 The above does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation.
- 12.7 The Contractor is fully responsible and liable for the effective performance, by his employees, consultants and collaborators, of the confidentiality obligations herein and undertakes to impose this confidentiality obligation on all those persons who, as a result of their position, become acquainted directly or indirectly with any confidential information.
- 12.8 In the event of the Contractor's failure to comply with the confidentiality obligations herein, the Lead Procurer shall be entitled to terminate this Agreement forthwith, subject to prior notice of termination sent by registered letter with acknowledgement of receipt, without prejudice to claim further damages.

Article 13 — Promotion, publicity and communication

- 13.1 The Contractor shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the R&D carried out under the PCP (in particular to other potential customers with the objective to achieve commercial exploitation of the results; see Article 1.2 section 7 of Call for Tender Commercial exploitation of results).
 - All communication activities shall comply with the applicable confidentiality and security restrictions.
 - During the implementation of the Framework Agreement and for a period of [4] years after the end thereof, the Contractor shall inform the Lead Procurer [60] days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the Lead Procurer to inform the EU.
 - All communication activities (including in electronic form and via social media) and infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:

- for communication activities: 'This is part of the SMART.MET project that has received funding from the European Union's Horizon 2020 Research and Innovation Programme';
- for infrastructure, equipment and major results: 'This [infrastructure][equipment][insert type of result] is part of the SMART.MET project that has received funding from the European Union's Horizon 2020 Research and Innovation Programme'.
- When displayed together with another logo, the EU emblem shall have appropriate prominence. The contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the contractor the right to exclusive use. Moreover, the contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.
- All communication activities shall indicate that they reflect only the author's views
- 13.2 The SMART.MET Procurers may use, for the purposes of communication and publicity, all information relating to the PCP, documents (notably *summaries*) and deliverables, and any other material (*such as pictures or audio-visual material*) from the Contractor (*including in electronic form*).
 - The SMART.MET Procurers may, in particular, publish the names of the participating Contractor and its project abstracts, the summaries of the main results from the R&D and the lessons learnt during the PCP (e.g. relating to the feasibility of the different approaches to meeting the procurers' requirements that were explored, and the lessons learnt for potential future use of the solutions proposed). This does not change the confidentiality obligations under Article 12 above.
 - Moreover, before publishing this information, the SMART.MET Procurers shall consult the Contractor, in order to avoid harm to legitimate business interests (e.g. regarding aspects of the solutions that could be IPR-protected) or distortion of competition.
- 13.3 The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).
 - If the EU's use of these materials, documents or information would risk compromising legitimate interests, the Contractor may, however, ask the Lead Procurer to request the EU not to use it.
 - The right to use the Contractor's materials, documents and information includes:
 - a. use for its own purposes (in particular, making them available to staff working for the EU (including for the European Commission, EU executive agencies, other EU institutions, bodies, offices or agencies) or for EU

- Member State institutions or bodies; and copying or reproducing them in whole or in part, in unlimited numbers);
- b. distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- c. editing or redrafting for the purposes of communication and publicity (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts or using in a compilation);
- d. translation;
- e. giving access in response to individual requests made under EU Regulation No 1049/20011, without the right to reproduce or exploit;
- f. storage in paper, electronic or other form;
- g. archiving, in line with applicable rules on document management, and
- h. authorising third parties to act on its behalf or sub-licensing the modes of use set out in points (b), (c), (d) and (f) to third parties if needed for the purposes of communication and publicity.
- If the right of use is subject to rights of a third party (including the Contractor's staff), the Contractor shall ensure that it obtains the necessary approval from the third parties concerned.

Article 14 — Conflicts of interest

- 14.1 The Contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the Framework Agreement or a Specific Phase Contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.
- 14.2 The Contractor shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the Framework Agreement or a Specific Phase Contract.
- 14.3 The Contractor shall notify the Lead Procurer without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.
- 14.4 The Lead Procurer may instruct the Contractor to take specific measures to remedy the situation.

Regulation (EC) No <u>1049/2001</u> of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

Article 15 — Ethics and research integrity

- 15.1 The Contractor shall carry out the tasks assigned to it in the Framework Agreement and Specific Phase Contracts in compliance with:
 - ethical principles (including the highest standards of research integrity) and
 - applicable international, EU and national law.
- 15.2 The Contractor may not:
 - carry out activities in a country outside the EU, if they are prohibited in all EU Member States or
 - destroy human embryos.
- 15.3 The Contractor may not carry out activities whose aim is to:
 - carry out human cloning for reproductive purposes;
 - modify the genetic heritage of human beings in such a way as could make such changes heritable (with the exception of research relating to cancer treatment of the gonads) or
 - create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.
- 15.4 The Contractor may not carry out activities that do not focus exclusively on civil applications.
- 15.5 The Contractor shall respect the fundamental principle of research integrity as set out in the European Code of Conduct for Research Integrity². This implies compliance with the following essential principles:
 - reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;
 - honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;
 - respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
 - accountability for the research from idea to publication, for its management and organization, for training, supervision and mentoring, and for its wider impacts

This means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.

http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

- 15.6 Before starting any activity that raises an ethical issue, the Contractor shall submit to the Lead Procurer a copy of:
 - any ethics committee opinion required under national law and
 - any notification or authorization for activities raising ethical issues required under national law.

Article 16 — Security-related obligations

- 16.1 Activities involving dual-use goods or dangerous materials and substances shall comply with applicable EU, national and international law.
- 16.2 Before starting the activity, the contractor shall provide the lead procurer with a copy of any export or transfer licences required.
- 16.3 Classified information shall be treated in accordance with the security aspect letter (SAL) annexed to the H2020 grant agreement and EU Decision No 2015/544³ until it is declassified.
- 16.4 Tasks involving classified information may not be subcontracted without prior written approval from the lead procurer.
- 16.5 The contractor shall inform the lead procurer of any changes relating to security and, if necessary, request an amendment.
- 16.6 The following results may be disclosed or disseminated only if the contractor has first obtained written approval from the lead procurer:
 - all information that may be used for threats of damage to the procureres or the proper management of the procureres' activities, as well as to cause acts of vandalism or terrorism

Article 17 — Civil liability and insurance coverage

- 17.1 The tenderers assume liability for any and all damages caused, to anyone who is caused, in relation to the performance of the contractual services, relieving the Contracting Lead Procurer and the Smart.Met Consortium members of any liability, within the limits of art. 1229 c.c...
- 17.2 In this respect, the Contractor hereby agrees to provide, within 10 days as of the execution of this Framework Agreement, evidence of the conclusion of a professional insurance/liability policy concluded with a primary insurance company and undertakes to keep such policy insurance in force for the entire duration of this Framework agreement and the related phase contracts to cover all direct or indirect material damage to persons or property. For the avoidance of any doubt, the limit for each event, corresponding at least to what the law provides for at least in the field of liability and insurance, cannot be considered, under any circumstances, as a limit to compensation for damage.

Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU-classified information.

Article 18 — Processing of personal data

- 18.1 The Lead Procurer and the SMART.MET Procurers shall process personal data in compliance with the applicable EU and Italian law on data protection, namely Reg.Ue 2016/679/UE which shall replace the Privacy Code from 2018 (Decreto Legislativo 30 giugno 2003, n. 196 Codice in materia di protezione dei dati personali).
- 18.2 The Contractor shall process personal data in compliance with the applicable EU and national law on data protection (including as relates to authorisations and notification requirements).
- 18.3 The Contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and Specific Phase Contracts.
- 18.4 The Contractor must inform the staff whose personal data are collected and processed by the procurers and/or the EU. For this purpose, the Contractor must provide them with the privacy statements of the procurers and the EU, before transmitting their data. If explicit prior consent from the data subjects is needed, the contractor must obtain such consent.

Article 19 — Obligation to provide information and keep records

- 19.1 Notwithstanding the provisions of articles 10.10 and 10.11 above, the Contractor must, at any time during the implementation of the Framework Agreement and Specific Phase Contracts or afterwards, for a duration of 10 years, provide any information requested by the Lead Procurer or any of the SMART.MET Procurers in relation to the Agreement or Contracts.
- 19.2 The Contractor must keep, for a period of up to 10 years after the end of the Framework Agreement and Specific Phase Contracts, records and other supporting documentation relating to their implementation.
 - This obligation includes records and other supporting documentation on scientific and technical implementation (in line with the accepted standards in the field) and on the price charged and the costs incurred by the contractor.
 - The Contractor must keep the original documents. Digital and digitalised documents are considered originals if they are authorized under national law.
 - Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including claims by a third party against the procurers), the Contractor must keep all records and other supporting documentation until the end of these procedures.

Article 20 — EU checks, reviews, audits and investigations

20.1 Should the EU (including the European Court of Auditors or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the Contractor

must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Phase Contracts.

20.2 Should there be an on-the-spot visit, the Contractor must allow access to its premises and must ensure that the information requested is readily available.

Article 21 — EU impact evaluation

Should the EU carry out an impact evaluation (of its grant to the procurers), the Contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.

Article 22 — Breach of contract. Termination. Liability for damages

- 22.1 The Contractor undertakes to fulfil all the obligations arising out of this Framework Agreement, with the best possible diligence required by the nature of the services.
- 22.2 The Contractor shall be responsible and liable for any damage caused by it, or its employees, agents and/or sub-contractors, directly to the Lead Procurer, or any third parties, (including cost of restoration, penalties, loss of profits, costs and expenses, also legal expenses) which the Lead Procurer is required to compensate, because of the Contractor's delay or failure to comply with its obligations hereunder.
- 22.3 The Contractor shall also be responsible and liable for any damages or injuries suffered by his/her property or by people who cooperate with him/her or are employed by him/her, and agrees to indemnify the Lead Procurer, especially in the case referred to hereunder, as well as what is stated in the previous paragraph, even in court.
- 22.4 Pursuant to art. Art. 1453 of the civil code, in the event of serious or repeated breach or grave professional misconduct by the Contractor, leading the Lead Procurer to conclude that the Contractor is unsuitable to comply with its obligations hereunder, the Lead Procurer reserves the right to terminate forthwith this Agreement for breach of the agreement and at the Contractor's expense, subject only to a notice of termination by certified e-mail or registered letter with acknowledgement of receipt, without prejudice to the right to claim further damages.
- 22.5 It is expressly understood that, in the event of termination of the Framework Agreement for serious or repeated breach or grave professional misconduct by the Contractor, the Lead Procurer shall be entitled to apply a penalty in the amount of maximum 10% of the price for the PCP set out in the Specific Contract, and / or claim for compensation of damages.
- 22.6 Notwithstanding the provisions under article 22.4 and 22.5 above, the Lead Procurer may terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination (except otherwise provided in specific clauses hereunder) in the following cases:

- a. any approvals consent or licenses required under this Framework Agreement are not given unconditionally within 3 (three) months of the commencement of the Project;
- b. an appeal under the bankruptcy law or any other law applicable to insolvency proceedings, has been filed against the Contractor, proposing the dissolution, liquidation, amicable composition, the debt restructuring or a settlement with creditors, or if a liquidator, a trustee, a guardian or a person having similar functions, which come into possession of the goods or is responsible for managing the business the Contractor is appointed;
- c. any of the members of the governing body or the managing director or the general manager or the technical manager of the Contractor are subject to a judgment which has the force of *res judicata* for crimes against the public administration, public policy, public faith or public property, or are subject to the measures provided for in anti-mafia legislation;
- d. the Contractor is in Default under this Framework Agreement and if:
 - the Default is capable of remedy and the Contractor has failed to remedy the Default within 30 (thirty) Days of written notice being sent to the Contractor specifying the Default and requiring its remedy; or
 - ii. the Default is not capable of remedy (but does not constitute a serious or repeated breach or grave professional misconduct by the Contractor);
- e. the Contractor, or any sub-Contractor on whose resources he has relied in the procurement that has preceded this Framework Agreement, becomes subject to any exclusion criteria listed in the PCP Request for Tender document;
- f. failure by the Contractor to comply with the contractual obligation (including those related to the Phase Contracts) in accordance with the law in force and the conditions, procedures, terms and requirements contained in this Framework Agreement, its Annexes and in the Phase Contracts;
- g. the Services are not in compliance with requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes or in case of non-compliancy with any other requirement mentioned in the PCP Request for Tender document and declared in the signed declaration that is part of the tender;
- h. the pre-commercial procurement procedure should be interrupted for failure to reach the minimum number of Contractors provided for in the PCP Call for Tender, and needed to ensure the minimum level of competition;
- i. in any other circumstances that may cease the relationship of trust under this Framework Agreement and/or a Phase Contract;
- j. any provision of this Framework Agreement (other than as previously specified in the preceding provisions of this Article 22) expressly entitles the Lead Procurer to terminate this Framework Agreement;
- 22.7 Termination of this Framework Agreement by the Lead Procurer under the preceding provisions of this Article 22.6 shall (at the option of the Lead Procurer) take place with immediate effect as from the date of service of the notice of that termination or from the expiry of a period (not exceeding 3 (three) Months) specified in that notice.

- 22.8 The Contractor shall indemnify and hold harmless the Lead Procurer, including the SMART.MET Procurers, their employees, officers, directors and agents fully against any and all liabilities, claims, actions, suits or proceedings whatsoever in respect of:
 - a. any damage to property, including any infringement of third party Intellectual Property Rights;
 - b. any injury to persons, including injury resulting in death;
 - c. resulting from or in the course of, or in connection with the performance of the Services, except in so far as such damages or injury shall be due to any act or negligence of the Lead Procurer.
- 22.9 The Contractor shall promptly notify the Lead Procurer in writing of any such liabilities, claims, actions, suits or proceedings, and in particular of any action brought against the Contractor for infringement or alleged infringement of Intellectual Property Rights which might affect the Project, within thirty (30) days after receipt of notice of any complaint, claim or injury opening an indemnification right as provided for in section 22.6 of this article.
- 22.10 In no event shall the Lead Procurer nor any of the SMART.MET Procurers be liable to the Contractor for punitive damages, indirect or consequential loss or damage suffered by the Lead Procurer.
- 22.11 The Contractor must compensate the SMART.MET Procurers if they are held liable by the EU for damage sustained as a result of the implementation of the Framework Agreement or a Specific Phase Contract (or because it was not implemented properly).
- 22.12 The EU cannot be held liable for any damage caused to the contractor or caused by the contractor in connection with the implementation of the Framework Agreement or a Specific Phase Contract.
- 22.13 The Lead Procurer may, by giving due notice in writing, terminate this Framework Agreement without liability for any damage, loss or expenses arising as a result of or in connection with such termination if there is a change of control in the Contractor which the Lead Procurer can reasonably demonstrate is prejudicial. The Lead Procurer shall only be permitted to exercise its rights pursuant to this clause for 6 (six) Months after any such change of control and shall not be permitted to exercise such rights where the Lead Procurer has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Lead Procurer within 2 (two) weeks of any change of control taking place.

Article 23 — Participation of preferred partners and third parties providing in-kind contributions to the PCP

The project partners not included among the Procurers and the potential third parties will not have intellectual property rights and will not be able to exploit their results.

Article 24 — Amendments

24.1 If at any time, it appears likely that any provision of the Agreement or the Project, needs to be amended, the Contractor shall immediately inform the Lead Procurer in writing

requesting an Amendment to the Agreement, giving full details of the justification for the request and giving proposals for the Amendment to the Agreement. Upon receipt of such a request the Lead Procurer may:

- a. agree to amend the Agreement provided such Amendment is non-discriminatory and does not amount to a substantial change of the Agreement, the scope of the service or the scope of the Results, as allowed under the applicable law and then prevailing case law of the European Court of Justice;
- b. amend the Project in a manner which the Contractor agrees can be carried out within the Project Period and within the Price with regard to the relevant Phases;
- c. refuse the request and require the continuation of the Project in accordance with the Framework Agreement; or
- d. give notice of termination in accordance with Article 22 above.
- 24.2 Any Amendment to this Framework Agreement shall be set out in writing, in an addendum to this Agreement and signed by both Parties.
- 24.3 The Lead Procurer may request an Amendment to the Agreement at any time, provided such Amendment does not amount to a material change to this Framework Agreement.

Article 25 - Subcontracting, transfer and assignments

- 25.1 The Contractor shall not transfer any of his rights and/or obligations under this Framework Agreement.
- 25.2 The Contractor, in accordance with art. 105 Dlgs 50/2016 may subcontract the activities provided for in this Agreement up to 30% of the value indicated in the Tender.
- 25.3 The Contractor shall send, within 20 days from the date of each payment received from the Lead Procurer, copy of the paid invoices relative to the payment of consideration that the same Contractor has paid to subcontractors, giving details of the amount of retentions.

Article 26 — Interpretation

26.1 The Framework Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each party acknowledges that it has not entered into this Framework Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Framework Agreement. Each Party waives any claim for breach of this Framework Agreement, or any right to rescind this Framework Agreement in respect of, any representation, which is not an express provision of this Framework Agreement. However, this Article does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Framework Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Framework Agreement. In case of discrepancy

Smart.met Framework Agreement

between the Framework Agreement, on the one hand, and the PCP Request for Tender Document, on the other hand, the documents shall prevail in the following order:

- Framework Agreement;
- PCP Request for Tenders;
- Other Tender Documents;
- 26.2 The provisions under Article 26.1 above equally apply to the Specific Phase Contracts.

Article 27 — Applicable law and dispute settlement

- 27.1 The applicable law is the Italian law.
- 27.2 The interpretation and construction of this Agreement shall be subject to the following provisions: Decreto Legislativo 18 aprile 2016, n. 50 Attuazione delle direttive 2014/23/UE, 2014/24/UE e 2014/25/UE sull'aggiudicazione dei contratti di concessione, sugli appalti pubblici e sulle procedure d'appalto degli enti erogatori nei settori dell'acqua, dell'energia, dei trasporti e dei servizi postali, nonché per il riordino della disciplina vigente in materia di contratti pubblici relativi a lavori, servizi e forniture;
- 27.2 Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Agreement and the Phase Contracts, shall be the exclusive competence of the Administrative Court of Venice (Italy).

Article 28 — Entry into force

This Framework Agreement shall enter into force on the date it is signed by the Parties hereto.

SIGNATURES

The Lead Procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



Annex 2 SPECIFIC CONTRACT FOR PHASE [1][2][3]

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

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Annex 2

PCP Specific contract for phase [1][2][3]

This is a Phase Contract for Phase [...] between the following parties: on the one part,

the "Lead Procurer" or "Lead Procurer", Viveraqua S.c.a.r.I, hereinafter referred to as "Viveraqua,

acting in the name and on behalf of the [other] procurers in the buyers group (together with the lead procurer: "SMART.MET Procurers"):

- 1. Consorcio de Gestión de Servicios Medioambientales de la Provincia de Badajoz, hereinafter referred to as "Promedio";
- 2. Eau de Paris;
- 3. Syndicat des Eaux et de l'Assainissement Alsace Moselle, hereinafter referred to as "SDEA",
- 4. Compagnie Intercommunale Liégeoise des Eaux, hereinafter referred to as "CILE";
- 5. Intercommunale bruxelloise de distribution et d'assainissement d'eau, hereinafter referred to as "Vivaqua Scrl";
- 6. Fovarosi Vizmuvek Zartkoruen Mukodo Reszvenytarsasag, hereinafter referred to as "Vizmuvek".

Hereinafter individually referred to as "SMART.MET Procurer" and collectively as "SMART.MET Procurers",

and on the other hand, the "Contractor", [insert details of the contractor],
via Fisca
Code and VAT number n (hereafter referred to as " ")
headed by its born in on
[OPTION for joint tenders: acting in the name and on behalf of the other members of
group of tenderers:
1 via Fisca
Code and VAT number n (hereafter referred to as " ")
headed by its finsert the
details of the members of the group of tenderers]
2 with headquarters in via Fisca
Code and VAT number n (hereafter referred to as " ")
headed by its porn in on [insert the
details of the members of the group of tenderers]
3

The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this Framework Agreement and the Specific Phase Contracts.]

The Lead Procurer, SMART.MET Procurers and the Contractor(s) shall be referred to together as "Parties" and individually as "Party", unless otherwise specified.

PREAMBLE

WHEREAS:

- Based on the communication by the Lead Procurer of [insert date], the above mentioned Contactor has been declared as one of the successful tenderers in the SMART.MET PCP Project;
- ii. On [insert date], the Lead Procurer and the Contractor signed the Framework Agreement, which, in accordance with article [...], provides that the Contractor shall proceed with the performance of the activities in accordance with the Phase Contracts, which constitutes integral and substantial part of the Agreement.

The conditions for the execution of the assignment subject of this Phase Contract, in accordance with article [...] of the Framework Agreement, are expressed as follows:

TERMS AND CONDITIONS

Article 1 — Subject of the contract

This Specific Phase [I] [III] [IIII] Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article [...] — for the [1st][2rd][3rd] PCP phase.

Article 2 — Duration

- 2.1. This Specific Phase [I] [III] [IIII] Contract is effective from [insert date] to [insert date]. At the end of this Phase [I] [III] [IIII] Contract, in accordance with article [...] of the Framework Agreement of [insert date] the Lead procurer reserves its right to execute the assessment / evaluation of the performed activities, within the condition specified therein.
- 2.2. The period of execution of the tasks under Phase [I] [III] as provided under article 2.1 above may be extended only with the express written agreement of the Parties, prior to the expiration of the period for execution of the tasks.

Article 3 — R&D services to be provided

3.1. The contractor shall provide the R&D services (tasks, deliverables and milestones) set out in the Technical Offer, the technical specifications Document and the PCP Call for Proposals for this specific Phase [I] [II] [III]: [...]

Phase I: Solution exploration and design;

Phase II: Prototype development;

Phase III: Original development of a limited volume of first products or services in the form of a test series.

3.2. The following members of the Contractor's staff shall be in charge of carrying out the R&D activities for the specific contract: [...]

3.3. The activities provided for under this article 3 shall be carried out in [insert country/city where they carry out the R&D activities].

Article 4 — **Price and payment arrangements**

- 4.1. The price to be paid by [the lead procurer][the procurers in the buyers group] for the R&D services set out in Article 3 above shall be:
- 4.2. Phase I: Solution exploration and design: *30,000 € (thirty thousand €);
- 4.3. Phase II: Prototype development: *250,000 € (two hundred fifty €);
- 4.4. Phase III: Original development of a limited volume of first products or services in the form of a test series: *500,000 € (five hundred thousand €).
- 4.5. Payment schedule:
 - For Phase 1 will be: 10% at the beginning of Phase 1 and 90% after completion of the solution design and feasibility studies (Phase 1).
 - For Phase 2 will be split in two parts: 20% at the assignment to Phase 2 and 80% at the end of Phase 2, after the End of Phase 2 Report has been approved.
 - For Phase 3 will be split in two parts: 30% at the assignment to Phase 3 and 70% after inspection and testing of test series products developed during Phase 3, after the End of Phase 3 Report has been approved
- 4.6. The contractor's bank account in which payments will be made is: [insert the extremes].
- 4.7. The invoice must be in the name of Viveracqua S.c.a r.l Lungadige Galtarossa n. 8 37133 Verona (Italy), VAT No. 04042120230. Invoices must be sent by e-mail to: contabilita@viveracqua.it
- 4.8. Payments will be made 30 days from the date of invoices at the end of the month, by bank transfer. / or 30 calendar days

*excluding Italian VAT rate (22%)

Non-Italian contractors should not apply VAT.

Italian contractors should apply in their invoices the non-taxability regime of art. 72, comma 3, n.3 D.P.R. 633/1972, declaring that the transaction is not taxable at 90 % pursuant to art. 72, paragraph 3, no. 3 D.P.R. 633/1972. This should be done by applying VAT to only 10% of the invoiced amount and annotating in the invoice: "L'operazione è non imponibile al 90 % ai sensi dell'art. 72, comma 3, n.3 D.P.R. 633/1972".

Article 5 — Intellectual Property Rights

In accordance with provisions of articles 1.2 section 5 of the Request for Tender, the Contractor undertakes to grant the Lead Procurer and the other SMART.MET Procurers, an irrevocable, worldwide, royalty-free, non-exclusive license to use, at no additional costs, the Results of what has been achieved with regard to the Research and Development activities pertaining to this Phase, immediately following the date of the verification report.

Article 6 — Termination

The Cases and terms of termination are provided by article 22 of the Framework Agreement draft.

Article 7 — Individuals in charge

In relation to the activities provided by this Phase Contract, the individuals in charge of the activities are:

- Mr. /Mrs. <>, on behalf of the Contractor;
- Mr. /Mrs. <>.on behalf of the Lead Procurer.

Article 8 — Penalties and liabilities

Provision contained in articles 12 and 13 of the Framework Agreement will ensure the correct and prompt execution of obligation provided in this Executive Deed

Article 9 — Applicable law and dispute settlement

The applicable law is the Italian law.

The interpretation and construction of this Agreement shall be subject to the following provisions: D.Lgs. 50/2016

Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Agreement and the Phase Contracts, shall be the exclusive competence of the Administrative Court of Venice (Italy).

Article 10 — Security related obligations

Add a provision on security if specifically needed for the phase and not already covered by the provision in the framework agreement.

D.Lgs. 09 April 2008, n. 81 smi - Implementation of article 1 of the law 3 August 2007, n. 123, concerning the protection of health and safety in the workplace.

Article 11 — Entry into force

This Phase Contract shall enter into force on the date it is signed by the Parties hereto.

SIGNATURES

The Lead Procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



Annex 3 TO REQUEST FOR TENDERS TECHNICAL SPECIFICATION

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 3 - Technical specification

The SMART.MET team has provided a need elicitation, which has been declined in functional requirements that were prioritized and subjected to a detailed SoA analyses to assess in how far the defined need could yet been satisfied by currently available technologies on the market or close to market. On the basis of this preparatory exercise the following challenge description was established:

1. Challenge description

The desire of SMART.MET public procurers' group is to improve the quality and/or efficiency of the water metering service, as well as to provide new features in the future

The need expressed by the procurers' group is to develop (a) solution(s) able to transfer data and information bidirectionally between meters and a Control Room system.

In order to avoid the problems of the difference of "languages" or of technical specs for the communication among the different reference Architecture Layers, the development must be focused on the adoption and the definition of a common open communication and application standard, to assure interoperability and interchangeability among components from different manufacturers.

The core of the innovation lies in the renewed automation of meter reading and the remote management of the devices, enabling access to accurate data that Smart Water Metering can provide to decrease operating costs through the identification of network performance issues, the improvement of customer service and a better driven prioritization in planning infrastructure investments and initiatives.

SMART.MET strongly paves the way to a more efficient management providing for example automatic reading of the household meters and a more customer aware billing, real time assessment of water balance for leak detection (both on network side and on household side), detection of abnormal customer behaviors and water consumption awareness-raising, ability to identify defaulting meters and to provide a better service level to the end user.

2. <u>Functional requirements</u>

We have acknowledged that the need cannot be satisfied by State of the Art solutions and that its satisfaction requires:

- 1) the integration of functionalities currently available in different solutions but not altogether in one solution;
- 2) the adoption of suitable Open standards and common / consistent data modeling and protocols that can guarantee Interchangeability / Interoperability;
- 3) the technological development of 3 breakthrough functionalities currently not available in any solution commercialized on the market, nor protected by patent or otherwise mentioned in the literature as close to market:
 - Network Sided Water Leakage Detection (req. U_{11a}), leveraging on installed smart meters as distributed sensors to perform analysis and detect whether or not a leakage occurs and, with a certain accuracy level, where the leakage detection can be, without any need of a special infrastructure.
 - Smart Meter Schedulable On-Demand Communication (req. U₄) as a technology to implement advanced complex workflow driven activities on NAN network) involving an interactive bi-directional real-time communication within a limited timeframe preventing battery depletion while ensuring high performance interaction. In other words it should be an innovative energy saving transmission mode to address the use of a tightly interactive communication to support complex process workflows (e.g. Network Sided Leakage Detection analysis activities) or special data communication.
 - Centralised Backup and Synching in Water smart metering (req. I₄),
 offering the potential to make smart meter installation process significantly more
 efficient, the smart meter configuration procedure less error prone and to free up
 time of field engineers to be better dedicated to higher value activities.

3. Technical requirements

We divide the requirements into different sections. All the requiremenst within the sections are classified according to the following Legenda:

Legenda:

Functionality Phase

I: related to Installation & Replacement (Phase I)

U: related to Use and management (Phase II)

M: related to Maintenance (Phase III)
D: related to Disposal (Phase IV)

Functionality ranking

F: "fundamental" requirement NH: "nice-to-have" requirement

3.1 Basic requirements for the required Solutions currently not available on the market

Functionalities	F/NH	Performance / KPIs
I ₁ The solution component must be interoperable complying with an industry market standard defined or yet to be defined	F	1 KPI: Operational tests must be carried out to check the compatibility of different devices from center to periphery and backwards and of different AMM/AMR software components in executing the same commands.
U ₃ The Smart Meter, Data Transfer and Control Room Layer should be based on an open, solid, tested, efficient and resilient interconnection standard	F	3 KPI: in case of an architecture with gateways for interconnecting the NAN (Neighbor Area Network) and the WAN (Wide Area Network) networks, the communication standards can be different on the two sides, one from Smart Meters to Gateways (NAN), another one from Gateways to Control Room (WAN)

3.2 Additional required functionalities in the proposed solutions - Breakthrough technologies needed to be developed and integrated in a comprehensive solution that satisfies all other requirements as well

Functionalities	F/NH	Performance / KPIs
I ₄ It has to be ensured the automatic centralized backup and synching of configuration parameters from the old meter to the new one at replacement time.	F	4 KPI: the replacement operation, including the initialization of the new Smart Meter, cannot take more time than the current replacement installation for traditional meters. (The procurers are asked to specify how long time is required for the current replacement operations). Same additional consideration as the previous KPI
U _{11a} Remotely Operated Leakage Detection – a) Semi-Automated leakage detection at Distributor Meshed Network side	F	11a KPI could be the following: a) operation efficiency increase of 500% from old leakage detection process to new semi-automated process. The KPI is very demanding and is clearly under distributor responsibility (i.e. money to be invested).
U ₄ A schedulable On-Demand communication feature is necessary. This is particularly useful for a complex work flow involving a strong interaction between centre - periphery and backwards or a complex data exchange communication. For instance a Leakage Detection Analysis Process and a remote Firmware Update) in order to have the benefit of a real-time interactive communication for a short period while saving battery consumption when the communication is no longer needed.	F	4 KPI: The Scheduling of the On-demand communication is foreseen and can be booked with some adequate notice (for example 1 day before) This feature should be present in the application protocol chosen, if not it should be the subject of a companion standard.

3.3 Additional required functionalities in the proposed solutions - functional requirements already available in one or more solutions for water smart metering, or any other type of smart metering from which they can easily be transferred, and should all be included in the sought Solution.

Functionalities	F/NH	Performance / KPIs
I ₂ The Smart Meter must fit the pipe section, thread, step and other technical characteristics currently in use, room occupation etc. for an easy installation and procurement compliance	F	2 KPI: every procurer must specify pipe technical specs and room occupation for the Smart Meter to comply with. Indicator expressed as max acceptable mechanical quotes. Judgement is binary: C /NC
I ₃ The meter and the related solution should be as simple as to require no special competences but the usual hydraulic skills to install	F	3 KPI: same installation time of traditional meters. Indicator expressed as: Lower, Equal, Greater of a standard installation time. Mathematical function perhaps needed to interpolate intermediate levels of judgement. Technical weight shall increase with the lowering of installation time.
I ₅ The Smart Meter size must allow easy installation with little or no masonry works	F	5 KPI: it must comply with the tiniest niche size amongst the procurer's national standard (every procurer is requested to report the nationally regulated niche size to house the Smart Meter). Could be managed with the same KPI of I ₂

U ₁ Communication must be bi-directional from centre to periphery and backwards, preventing the end-user from	F	1 KPI: presence of secure and authentication methods for on-site operations and a secure encrypted and authenticated communication method for
a direct connection to the meter bypassing the Distributor's Control Room and BSS layers		data transmission. This could split in a collection of several KPIs: 1.1 KPI: is standard adopted compliant to NIST or EU standard? Yes/Not 1.2 KPI: in case the adopted standard is compliant, which type of security infrastructure? Public/Private keys or symmetrical Keys method. Evaluation taken from literature.
		1.3 KPI 3: In case symmetrical keys which Encrypt/ Authentication algorithm and key lengths adopted. Algorithm evaluation taken from literature Key length judged in terms of length (256 better than 128 bits) and easiness
		of evolution towards higher lengths. 1.4 KPI: How many installation already done per each proposed method and how many positive feedbacks from the distributors. Qualitative judgment
U ₃ The Smart Meter, Data Transfer and Control Room Layer should be based on an open, solid, tested, efficient and resilient interconnection standard	F	3 KPI: in case of an architecture with gateways for interconnecting the NAN (Neighbour Area Network) and the WAN (Wide Area Network) networks, the communication standards can be different on the two sides, one from Smart Meters to Gateways (NAN), another one from Gateways to Control Room (WAN)
U ₅ The Smart Meter should not be fed by end user's energy supply, but it should be autonomously powered.	F	5 KPI: The autonomous power supply must comply with some defined Smart Meter lifetime duration. Performance measurement should be based on a usage profile against which the manufacturer shall declare the power supply life time.
U ₆ The system must have a self-diagnostic alerting function in case of: 1) lack of water pressure, 2) measurement errors, 3)	F	6 KPI: provide a list of at least 5 of the most fundamental alert messaging. It should be based on a table that each manufacturer [->]

water reverse flow and		[-> it follows from previous page] should
automatic valve closure, 4)		fill and using a specific rule it should
tampering and fraud alert, 5)		produce a score. Such score should be
low battery alert, etc.)		used as a technical weight and it shall
		increase at the increasing of
		functionalities implemented.
		Weight = 1 will correspond to the set of
		minimum requirements
U ₇ The technical life time,	F	7 KPI: The technical life time of SM
when we speak of Smart		should span from a minimum (e.g. 12
Meters, must be as long as		years) up to a maximum (e.g. 16
the asset's useful life from		years). This range is established by
accounting point of view.		specific country regulations. The longest
		meter life time of 16 years as required
		by some of the partner countries and/or
		by accounting regulations.
		KPI judgement is binary: Yes/Not but
		graded the best while reaching 16 years
U ₈ The Smart Meter should	F	8 KPI: required resistance to 8 hours
be dust and water resistant.		exposition to dust, and resistance to
IP minimum level required.		submersion of at least 1.5 m depth for
		30 minutes This means IP68 requirement
U ₁₀ The Smart Meter must	F	10 KPI: The buyers should list the
sport a front display capable	•	functions and data that must be
to show in sequence the most		available using the display. The
relevant register contents		functionality and the accessibility must
suitable for both end-users		comply with practical constraints.
purposes and field		The evaluation could be based on a list
technicians. The display		of minimum requirements and the
should be made of low energy		technical weight be increased at the
consumption components and		increasing of additional useful data
implement an energy saving		(based on practical considerations) to be
management system, turning		easily accessed and displayed.
off after a short time.		cusiny decessed and displayed.
U ₁₂ The Smart Meter must be	F	12 KPI: the system should implement at
provided with anti-fraud and	•	least one kind of global alert to the
anti-tampering systems to		Control Room. It is better to have the
<u>-</u>		capability to return two apart alerts
measurement fraud and		concerning anti tampering alert and anti-
device tampering. These functionalities will sense the		fraud alert. The evaluation should be based on a list
attempt to infringe the meter		of minimum requirements and the
integrity or meter measure		technical weight increased at the
capability and will issue an		increase of how many extra cause of
alert message towards the		tamper or frauds (based on practical
AMR/AMM system in the		considerations) are satisfied by the
Control Room.		Smart Meter.

U _{11b} Remotely Operated	F	11b KPI could be the following:
Leakage Detection – b) Fully Automated leakage detection at Household side,		b) less than 3% errors in automated leakage detection
with a potential functional		
extension in terms of measurement inaccuracy		
detection (see requirement		
U ₂ .)		
U ₁₃ All the solution	F	13 KPI: level of compliance to
components, from Smart Meters Layer, through Data		interoperability or interchangeability in the communication and application
Transfer Layer to Control		protocol shared among the devices
Room Layer, must be		(Smart Meters, and, if applicable,
compliant to the open		Gateways, Repeaters, Translators, etc.)
protocol application and communication standard in		and the application systems MDM, NM. The KPI level should be lower for a
order to ensure		simple interoperability requirement,
interoperability /		higher in case of a more advanced
interchangeability among		interchangeability requirement. [->]
components from different		[-> it follows from previous page] A
vendors.		solution is defined to be interoperable when substituting anyone of the devices
		in the system with a similar one coming
		from a different manufacturer, the
		functionalities of the system in the
		AMR/AMM system shall not to be
		degraded, updated or changed. Data exchanges, parameters, primitives are
		always alive and supported at the
		system in the Control Room.
		On the other hand the solution is said to
		be interchangeable when substituting
		anyone of the devices in the system with a similar one coming from a different
		manufacturer, the functionalities, data,
		parameters and primitives of the two
		devices are exposed exactly the same
		and, in addition, also the installation and configuration procedures are the same.
		Evaluation criteria based on the level and
		adherence to an EU standard.
U ₁₄ The communication must	F	14 KPI could be the ratio of Unreachable
remain stable and reliable		Commissioned Smart Meter number /
regardless of meter locations (basements, dedicated meter		Whole Smart Meter Commissioned Park, ratio >= 96% during operating system
rooms, technical rooms, etc.)		life time.

U ₁₇ The Meters should respect regulation about toxic agents and chemicals of materials.	F	17 KPI: it must comply to the strictest set of rules deriving from the assessment of the procurers national standard (every procurer is requested to report the nationally regulated tolerances to toxic agents and chemicals of materials as to Smart Meter) Evaluation criteria: Y/N
U ₁₈ The Smart Meter should be sediment and abrasion resistant	F	18 KPI: Smart Meter replacement due to sediment or abrasion of exposed parts less than 3% of the installed fleet (value to be confirmed by procurers) on the whole lifetime period But defined in this way it gives no possibility to the distributor to exercise its rights against a poor quality product. It should be defined as % per year (e.e. 1.5% / year) In this way it would be enough to wait for 1 year to have the possibility to act against a poor quality product.
U ₂₀ The solution minimizes the request of equipped sites (e.g. gateways, repeaters, translators, etc.) and is economically convenient.	F	20 KPI: In order of preference 1) Smart Meter Direct network connection to the Control Room, 2) connection through gateway of high concentration rate (more than 2000 smart meters per gateway). Both with the constraints of not affecting battery lifetime nor other required functionalities. The point 2) introduced only to select among several system proposals that for all the other requirements are more or less comparable. It seems better if procurers define a table with several system entries with the purpose to judge and select in terms of system delay, system complexity, system cost vs minimum functionalities satisfied. The highest the [->] [-> it follows from previous page] weight the less the delay and the complexity and the costs. Interpolation function needed to obtain final weight, to be proposed and discussed.
$full U_{21}$ The Smart Meter joints/threads should be resistant to the same tightening torque of joints/threads of the current	F	proposed and discussed. 21 KPI: Procurers must provide the value for the current max tolerance for tightening torque (N.m) of joints /threads during traditional meter installation. Evaluation criteria is binary:

traditional meter pipes.		Y/N
p.p.o.		
11 Th	_	00 KDI V
U ₂₂ The communication should be wireless from the	F	22 KPI: Yes for wireless without affecting battery lifetime nor other
meter side to AMR/AMM		required functionalities. In order of
system on the Control Room		preference for each portion of the Data
side through the Data		Transfer Layer connection (from Smart
Transfer Layer.		Meter to GWY, from GWY to Control
		Room) 1) bandwidth available, 2)
		Energy consumption for the same content transmitted over the period. A
		ranking will be arranged based on the
		combination of these two indicators.
		Interpolation function needed to obtain
		final technical weight, to be proposed.
U ₂₃ Network Management	F	23 KPI: 1) open standard application
System (NM) has to be provided as part of the		interface to ensure modularity and 2) full functional integration between the two
solution for monitoring,		system (NM and MDM) in order to make
reporting and administration		up a seamless solution.
of network devices, as well as		The interface should be in any case open
Meter Data Management		and even better if complying with a
System (MDM) must be		renowned international standard for
provided for the governance of meter reading and		AMM/AMR communications. The KPI value could be:
command operations		0.5 in case only condition 1) is satisfied ,
execution. The two of them		1.0 in case both conditions are satisfied .
must be apart but tightly		But definitely 0.0 in case of proprietary
integrated.		not std solutions
U ₂₄ Capability to measure	F	24 KPI: minimum measureable flow
flows in both directions - this is necessary to check		(I/min) coupled to MPE - Maximum Permitted Error of let's say 5% for
measurement accuracy and		residential customers .
for reverse flow detection		Procurers are asked to provide a desired
		value for this indicator.
		Traditional or SoA water meters are
		approved for MID class 2 (=2% MPE
		from 25 L/h up to 1600 L/h in case of DN15, 5% below 25L/h)
U ₂₆ The Smart Meter must	F	26 KPI (Yes/No)
be MID certification compliant		
also with reference to		
measurement accuracy.	_	
U ₂₇ The Smart Meter must	F	27 KPI: this will describe the resolution
have a Measurement Rate /Reading Log rate of, at		in terms of amount of samples of usage daily curve by means of the reading
least, every 15 minutes.		frequency rate, the higher the better.
1.1.1, 1.1.1.j		The state of the s

		(E.g.: quarter hourly = 96 samples; every 5 minutes = 288 samples; etc.)
M ₃ . The system must have consumables and asset lifecycle aligned in order to minimize the costs related to consumables (batteries) replacement in terms of materials and operations	F	3 KPI: Should be based on the formula (average energy drained per day) times (the expected number of days of lifecycle) < (the available energy in the batteries) plus (the energy that may be harvested by means of a possible battery self-recharging system) (if applicable). The evaluation criteria should be based on a typical usage profile and the manufacturer shall supply the result of calculation. By the way this calculation shall be described completely by the manufacturer and possibly to be repeated autonomously by the distributor.
M ₄ Capability to execute an On the Air Smart Meter Remote Firmware Update	F	4 KPI: Smart Meter unsuccessful remote firmware update < 3% of the installed park (value to be confirmed by procurers) on the whole lifecycle period. It is clear that in case FW upgrade is mandatory, it remains the above described KPI as the only parameter for evaluation of system performance.

3.4 The following functional requirements are already available in one or more solutions for water smart metering, and it would be nice to have them incorporated in the Solution.

Functionalities	F/NH	Performance / KPIs
U ₂ On site measurement	NH	2 KPI: is the evaluation of the time
Verification capability. The		needed in both scenarios but also the
Smart Meter should offer a		complexity. The automated process
functionality and an		should take no more than 10 minutes,
automated or semi-		while the semi-automated process
automated process to detect		should take no more than 30 minutes.
a potential measurement		In alternative to these cut off values, it
error (negative or positive)		should be better to have a range of
and possibly to trigger an		values weighted in such a way the
alert (in case of automated		weight becomes worst at the increasing
process). This requirement		of the time declared and at the

goes along with requirement U11b for non-revenue water detection.		increasing of complexity. This last one measured considering how many steps to have access to it selecting from different menus and how many steps for the execution.
U ₉ Meter valve management functionalities (flow limitation, manual on site reopening remotely enabled, automatic closure reaction time for emergency).	NH	9 KPI: the Smart meter must be designed to operate in its lifetime at least one automatic emergency valve closure without impacting on battery charge (no impact meaning no measurable reduction of battery life). Better if the evaluation criteria is organized as written in point 5. It should be based on a usage profile (e.g. one closure in 2 years doing the normal activities, or once in 3 years doing the normal activities and so on until only once in lifetime). Then the manufacturer shall declare per each case the % of battery life used, as long as it will not give measurable effect =0%). The better KPI will be when the meter will accept one operation per YY years, with the lowest % impact (ideally 0%) in the shortest YY period
U ₁₅ Reverse Flow Detection and Management - in case of reverse flow the Smart Meter is able to sense it and to autonomously close the valve to prevent network pollution sending a special alert message to the Control Room.	NH	15 KPI could be: valve closure reaction time, the less the better (e.g. 10 seconds). Again better not to give a sharp amount of time, but a table with technical weights that become lower with the increasing of reaction time. Weight = 1 at the agreed basic request of reaction time (e.g. 10 sec). Weight > 1 for reaction time less than 10 sec.
U ₁₆ The meter, with reference to the combination table shown in table #3, can be of the following type: Main Meter, sub-meter, new gen and retrofitted old gen. Every typology must be compliant with the solution.	NH	16 KPI: see the combination table #4 below. KPI worse in case of some lacking combination

U ₁₉ The meter could have a battery self-recharging system. In that case battery should be a rechargeable one. U ₂₅ NM and MDM Control	NH	19 KPI: in case of a mechanical self-recharging system, it should not let the pressure decrease more than a Delta_P from the nominal pressure of water distribution (e.g. less than 0.75 Bar). The electrical characteristics of the recharging system are to be defined according to the electricity consumption behaviour defined by the vendor. 25 KPI: performance deterioration not
Room Layer Systems must be scalable in case of PoD and related Smart Meter number increase.		greater than 10% if compared to the original configuration. It would be better to deliver a table whose outcome is the deterioration of nominal performances at the increase of device population. Each performance deterioration weighted the most at the decreasing of deterioration for some fixed range of values of meter populations.
M ₁ The meter should have a measurement technology to minimize frost damages, be it mechanical or electronic	NH	1 KPI: Smart Meter replacement due to water freezing of exposed parts, less than 3% of the installed park (value to be confirmed by procurers) on the whole lifecycle period. Again should be better to have a parameter yearly based, otherwise would it be never possible for the purchaser to act against a poor quality meter.
M ₂ The hydraulic section, regardless of the measurement technology of the meter has to be apart from the electronic communication section in order not to infringe metrological certification in case of maintenance activity with the need of removal of the electronic section or for replacement in case of communication technology update or upgrade.	NH	2 KPI: less than 5 minutes for electronic part removal and replacement operations. Better to have a table to be filled with several maintenance time for evaluation. The resulting weight would be better at the decrease of the maintenance timing
D ₁ Capability to separate electronic waste from hydraulic components	NH	1 KPI: recycling ratio not worse than integrated Smart Meters models. In any case both technologies must be fully compliant to RoHS/WEEE directives.



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Annex 4 TO REQUEST FOR TENDERS

DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 4 DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

INFORMATION ABOUT THE ECONOMIC OPERATOR

Identification:	Answer:
The undersigned [name of the signatory of this form]:	
in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)	[]
$\hfill\Box$ representing (if the economic operator is a legal person)	[]
VAT-number, if applicable:	[]
If no VAT-number applicable, please indicate another national identification number, if required and applicable	[]
Official name in full (only for legal person):	[]
Official legal form (only for legal person):	[]
Official address in full:	[]
Contact person or persons ¹ :	[]
Telephone:	[]
E-mail:	[]
Internet address (web address) if applicable):	[]
General information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise 2?	□Yes □No

¹Please repeat the information concerning contact persons an many times as needed.

²Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only.

Micro enterprises: enterprise which employs less than 10 persons and the annual turnover of which and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprise: an enterprise which employs less than 50 persons and the annual turnover of which and/or annual balance sheet total does not exceed EUR 10 million.

Medium enterprise: an enterprise which qualifies neither as micro nor as small and medium enterprise, which employs less than 250 persons and which has an annual turnover not exceeding EUR 50 million and/or an annual balance sheet total not exceeding EUR 43 million.

declares that the company or organisation that he/she represents / he/she:

INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure in question; if more legal representatives intervene repeat as many times as necessary.

Representation, if any:	Answer:
Full name;	[]
Accompanied by the date and place of birth, if requested:	[]
Position/Acting in the capacity of:	[]
Postal address:	[]
Telephone:	[]
E-mail:	[]
If needed, please provide detailed information on the representation (its forms, extent, purpose, joint signature):	[]

EXCLUSION GROUNDS (Article 80 of D.Lgs. 50/2016)

GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57 (1) of Directive 2014/24/EU sets out the following reasons for exclusion
(Article 80, paragraph 1 of D.Lgs. 50/2016):
1. Participation in a criminal organization ³ ;
2. Corruption ⁴ ;
3. Fraud ⁵ ;
4. Terrorist offences or offences linked to terrorist activities 6;
5. Money laundering or terrorist financing ⁷ ;
6. Child labor and other forms of trafficking in human beings 8.
7. Any other offense from which triggers the interdiction to negotiate with the public administration (letter g) article 80, paragraph 1, of D.Lgs. 50/2016, as an accessory punishment;

Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57 (1) of the Directive 2014/24/EU (Article 80, paragraph 1 of D.Lgs. 50/2016):	Answer:
The subjects referred to in art. 80, paragraph 3, of D.Lgs. 50/2016 were convicted by means of a final judgment or criminal decree of irrevocable sentence or sentence of application of the penalty required under Article 444 of the Code of Criminal Procedure for one of the above reasons as established	☐Yes ☐No If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of documentation): [] [] [] 9

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³As defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 11.11.2008, p. 42).

⁴As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or of the Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and in Article 2 (1) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the Lead procurer or the economic operator.

⁵Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

⁶As defined in Articles 1 and 3 of the Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p.3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of the Framework Decision.

⁷As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

⁸As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and the protection of victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

⁹Please repeat as many times as needed.

by a judgement rendered no more than five years ago or, regardless of the date of the judgement, following which an exclusion period was established directly in the judgement or inferred pursuant to art. 80 paragraph 10 of D.Lgs. 50/2016?	
a) Date of the conviction, specify which of points 1 to 7 is concerned, the relative duration and the crime committed between those referred to in article 80, paragraph 1, letter a) to g) of D.Lgs. 50/2016 and the reason(s) for the conviction,	a) Date: [], point(s) [], duration [], reason(s): []
b) Identify who has been convicted []c) Insofar as established directly in the conviction:	b) [] c) Length of the period of exclusion [] and the point(s) concerned [] If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [][] 11
In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ¹² ("Self-Cleaning", Article 80, paragraph 7 of D.Lgs. 50/2016)?	□Yes □No
If yes, please describe the measures taken ¹³ :	[]
 the sentence of final conviction has recognized the mitigating of the collaboration as defined by the individual cases of crime? If the final sentence of conviction 	□Yes □No
provides a custodial sentence not exceeding 18 months? 3. in the case of an affirmative answer for hypotheses 1) and / or 2), the subjects referred to in art. 80, paragraph 3, of D.Lgs. 50/2016:	
have fully compensated the damage?have they formally committed themselves	□Yes □No □Yes □No
	<u> </u>

¹⁰Please repeat as many times as needed.

¹¹Please repeat as many times as needed.

¹²In accordance with national provisions implementing Article 57 (6) of Directive 2014/24/EU.

¹³Taking account the character of the crimes committed (punctual, repeated, systematic ...), explanation should show the adequacy of the measures to be taken.

	to compensating the damage?	
4.		☐Yes ☐No If yes, list the relevant documentation [] and, if available electronically, please indicate: (web address, issuing authority or body, precise reference of documentation):
		[][]
	if the sentences of convictions have been issued against the terminated subjects pursuant to art. 80 paragraph 3 of D.Lgs. 50/2016, indicate the measures that demonstrate the complete and effective dissociation from the penalties sanctioned:	

GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

Payment of taxes or social security contributions art. 80 paragraph 4 of D.Lgs. 50/2016:		Answer:	
obliga taxes, in the the Me	the economic operator met all its ations relating to the payment of social security contributions, both country in which it is established and in ember State of the Lead procurer if than the country of establishment?	□Yes □No	
If not,	, please indicate:	Taxes	Social contributions
a) Cou	untry or Member State concerned	a) []	a) []
b) Wh	nat is the amount concerned	b) []	b) []
	w has this breach of obligations been ablished:		
	rough a judicial or administrative cision:	c1) Yes No	c1) Yes No
- Is t	this decision final and binding?	- 🗌 Yes 🔲 No	- □Yes □No
	ase indicate the date of conviction or cision	- []	- []
est	case of a conviction, insofar as tablished therein, the length of the riod of exclusion:	- []	- []
2) By	other means? Please specify?	c2) []	c2) []
	s the economic operator fulfilled its	d) ∐Yes ☐No	d) ☐Yes ☐No
bin pay con app hav the terr (Ar	ligations by paying or entering into a ding arrangement with a view to ying the taxes or social security ntributions due, including, where plicable, any interest accrued or fines, ying made the payment or formalized a commitment before the expiry of the m for the submission of the application rticle 80 paragraph 4, last sentence, of egs. 50/2016)?	If yes, please provide details:	If yes, please provide details:
	relevant documentation concerning the		g authority or body,
	ent of taxes or social contributions is ple electronically, please indicate:	precise referent documentation) 14:	ice of the
avando	and the state of t		1

¹⁴Please repeat as many times as needed.

GROUNDS RELATING TO INSOLVENCY, CONFLICT OF INTERESTS OR PROFESSIONAL MISCONDUCT¹⁵

Please note that, for this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of "grave professional misconduct" may cover several different forms of conduct.

Information concerning possible of insolvency, conflict of interests or professional misconduct	Answer:
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law ¹⁶ referred to in Article 80, paragraph 5, lett. a) of D.Lgs. 50/2016?	□Yes □No
If yes, has the economic operator taken measures to demonstrate its reliability despite the existence of this ground for exclusion ("Self-Cleaning", Article 80, paragraph 7 of D.Lgs. 50/2016)?	□Yes □No
If it has, please describe the measures taken:	[]
1) The economic operator	
- has fully compensated the damage?	□Yes □No
- has it formally pledged to compensate the damage?	□Yes □No
2) did the economic operator adopt measures	□Yes □No
of a technical or organizational nature relating to personnel suitable for preventing further offenses or crimes?	If yes, list the relevant documentation [] and, if available electronically, please indicate: (web address, issuing authority or body, precise reference of documentation): [][][]
Is the economic operator in any of the	□Yes □No
following situations or is it subject to a	
procedure for ascertaining one of the	
following situations referred to in Article 80,	

¹⁵See Article 57 (4) of Directive 2014/24/EU.

¹⁶As referred to for the purposes of this procurement in national low, in the relevant notice or the procurement documents or in Article 18 (2) of Directive 2014/24/EU.

paragraph 5, lett	. b) of D.Lgs. 50/2016:	
a) Bankruptcy		□Yes □No
If yes, - has the authorized for has it been judge to parawarding of paragraph 3, - the particip procedure was	bankruptcy trustee been r the provisional exercise and authorized by the appointed ticipate in procedures for the public contracts (article 110, letters a) of D.Lgs. 50/2016) vation in the assignment as subordinated, pursuant to	If yes, indicate the details of the measures [][] If yes, indicate the details of the measures [][]
	aragraph 5, to the use of omic operator?	
proceedings, c) In an arrang d) Its assets an liquidator o e) is admitted continuity of pursuant to Bankruptcy L	rement with creditors, or re being administered by a r by the court, or to the agreement with the company as established a Article 186-bis of the	☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No
If yes:		
- Please provid	e details:	- []
nevertheless taking into a rules and me	te the reasons for being able to perform the contract, count the applicable national asures on the continuation of nose circumstances 17?	- []
If the relevant electronically, plo	documentation is available ease indicate:	(web address, issuing authority or body, precise reference of the documentation): [] []
In the event o point (e):	f an affirmative answer to	
- has been a judge pursua	uthorized by the delegated int to article 110, paragraph D.Lgs. 50/2016?	□Yes □No
was subordii	in the assignment procedure nated pursuant to art. 110, i, to the use of another	☐Yes ☐No If yes, please indicate the auxiliary

¹⁷This information needs not be given if exclusion of economic operators in one of the cases listed under letter a to f has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

economic operator?	company []
Is the economic operator guilty of grave professional misconduct ¹⁸ article 110, paragraph 5, letters c) of D.Lgs. 50/2016?	□Yes □No
If yes, please provide detailed information,	[]
specifying the type of offense:	If yes, has the economic operator taken self-cleaning measures? Yes No If it has, please describe the measures taken: []
If yes, please indicate:	□Yes □No
1) The economic operator:has fully compensated the damage?has formally pledged to compensate the damage?	□Yes □No □Yes □No
did the economic operator adopt measures of a technical or organizational nature relating to personnel suitable for preventing further offenses or crimes?	☐Yes ☐No If yes, please list the relevant documentation [] and, if available electronically, indicate: (web address, issuing authority or body, precise reference of the documentation): [] [] []
Has the economic operator entered into agreements with other economic operators aimed at distorting competition?	☐Yes ☐No
If yes, please provide details:	[]
	If yes, has the economic operator taken self-cleaning measures? Yes No If it has, please describe the measures taken: []
Is the economic operator aware of any conflict of interest ¹⁹ due to its participation in the procurement procedure (article 80, paragraph 5, letters d) of D.Lgs. 50/2016)?	□Yes □No

¹⁸Where applicable, see definitions in national law, the relevant notice or the procurement documents.

19As indicated in national low, the relevant notice or the procurement documents.

If yes, please provide detailed information on how the conflict of interest has been resolved:	[]
Has the economic operator been aware of or an undertaking related to it advised the Lead procurer or otherwise been involved in the preparation of the procurement procedure (article 80, paragraph 5, letters e) of D.Lgs. 50/2016)?	□Yes □No
If yes, please provide detailed information on how the conflict of interests has been resolved:	[]
Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?	□Yes □No
The economic operator can confirm that:	
 a) it is not seriously guilty of misrepresentation in providing the information required to verify the absence of grounds for exclusion or compliance with the selection criteria, 	□Yes □No
b) it has not hidden this information?	□Yes □No
If yes, please provide details:	[]
	If yes, has the economic operator taken self-cleaning measures?
	□Yes □No
	If it has, please describe the measures taken:
	[]
Can the economic operator confirm that:	□Yes □No
 a) It has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, 	
b) It has not withheld such information?	
c) It has been able, without delay, to submit the supporting documents required by the Lead procurer, and	
d) It has not undertaken to unduly influence the decision making process of the Lead procurer, to obtain confidential information that may confer upon it undue	

advantages in the procurement procedure or the negligently provide misleading information that may have a material influence on decisions concerning	
exclusion, selection or award?	

OTHER EXCLUSION GROUNDS EXPECTED BY THE NATIONAL LEGISLATION

Grounds for exclusion provided exclusively by national legislation (article 80, paragraph 2 and paragraph 5, letter f), g), h), i), l), m) of D.Lgs. 50/2016 and article 53 ²⁰ paragraph 16-ter of D.Lgs. 165/2001	Answer:
There are grounds for forfeiture, suspension or prohibition laid down by Article 67 ²¹ of	□Yes □No

²¹Legislative decree of 6 September 2011, n. 159:Art. 67 Effects of prevention measures - 1. Persons to whom a final measure has been applied from one of the preventive measures provided for in Book I, Title I, Chapter II cannot obtain: a) police or commercial licenses or authorizations; b) public water concessions and related rights as well as concessions of state property when required for the exercise of entrepreneurial activities; c) concessions for the construction and management of works concerning the public administration and concessions of public services; (d) access to the lists of contractors or suppliers of works, goods and services relating to the public administration, in the registers of the chamber of commerce for the wholesale trade and in the registers of astute commission agents in the wholesale markets; e) qualification certificates for carrying out public works; f) other registrations or provisions with authoritative, concession, or enabling content for the performance of entrepreneurial activities, however named; g) grants, loans or subsidized loans and other disbursements of the same type, however denominated, granted or granted by the State, other public bodies or the European Communities, for the performance of business activities; h) licenses for possession and carrying of weapons, manufacture, storage, sale and transport of explosive materials. 2. The definitive provision of application of the prevention measure determines the forfeiture of entitlement from the licenses. authorizations, concessions, registrations, certificates, ratings and disbursements referred to in paragraph 1, as well as the prohibition to conclude public contracts for works, services and supplies, piecework and related subcontracts and subcontracts, including piecework of any kind, hot freight and supplies with installation. Licenses, authorizations and concessions are withdrawn and the registrations are canceled and the certificates are declined by the competent bodies. 3. In the course of the prevention procedure, the court, if there are particularly serious reasons, may provisionally forbid the prohibitions referred to in paragraphs 1 and 2 and suspend the effectiveness of the registrations, disbursements and other measures and acts of in the same paragraphs. The provision of the court can be revoked at any time by the court in question and loses its effectiveness if it is not confirmed by the decree applying the prevention measure. 4. The court, without prejudice to the provisions of article 68, states that the prohibitions and forfeiture foreseen by paragraphs 1 and 2 shall also operate against anyone who cohabitates with the person subjected to the prevention measure as well as towards companies, associations, companies and consortia of which the person subject to prevention measures is an administrator or determine in any way choices and addresses. In this case the bans are effective for a period of five years. 5. For licenses and police authorizations, with the exception of those relating to weapons, ammunition and explosives, and for the other measures referred to in paragraph 1, the forfeiture and prohibitions provided for in this article may be excluded by the judge if effect of the same would lack the means of support to the interested party and the family. 6. Except in the case of renewal, implementation or in any case resulting from already disposed provisions, or contracts derived from others already stipulated by the public administration, the licenses, authorizations, concessions, disbursements, ratings and inscriptions indicated in paragraph 1 they cannot be

²⁰Legislative decree of 30 March 2001, n. 165: Art. 53 paragraph 16-ter Employees who, during the last three years of service, have exercised authoritative or negotiating powers on behalf of the public administrations referred to in Article 1, paragraph 2, can not work, in the three years following the termination of the employment relationship, work activity or professionally with private parties recipients of public administration activities carried out through the same powers. The contracts concluded and the tasks conferred in violation of the provisions of this paragraph are void and it is forbidden to private parties who have concluded or conferred to contract with the public administrations for the next three years with obligation to return any compensation received and ascertained to them.

D.Lgs. 6 September 2011, n. 159 or an attempt to infiltrate the mafia referred to in Article 84²², paragraph 4, of the same decree, without prejudice to the provisions of articles 88²³, paragraph 4-bis, and 92²⁴, paragraphs 2

If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body,

granted or allowed and the conclusion of the contracts or sub-contracts indicated in paragraph 2 can not be allowed in favor of persons against whom the prevention procedure is being carried out without prior notification to the competent judge, who may, by using the conditions, make the prohibitions and suspensions provided for in paragraph 3. To this end, the related administrative proceedings remain suspended until the judge provides, and in any case for a period not exceeding twenty days from the date in which the public administration proceeded to the communication. 7. From the deadline established for the presentation of the lists and candidates and until the closing of the voting operations, to the persons subjected, by virtue of definitive measures, to the measure of the special public security surveillance it is forbidden to carry out the electoral propaganda activities provided for by law April 4, 1956, n. 212, for or against candidates participating in any type of electoral competition. 8. The provisions of paragraphs 1, 2 and 4 shall also apply in respect of persons convicted by a definitive sentence or, even if not final, confirmed to the degree of appeal, for one of the crimes referred to in Article 51, paragraph 3-bis, of the code of criminal procedure.

²²Legislative decree of 6 September 2011, n. 159:Art. 84 paragraph 4 The situations relating to the mafia infiltration attempts that give rise to the adoption of the disqualification antimafia information referred to in paragraph 3 are deduced: a) from the provisions that have a precautionary measure or the judgment, or that carry a conviction even if not definitive for some of the crimes referred to in articles 353, 353-bis, 603-bis, 629, 640-bis, 644, 648-bis, 648-ter of the Penal Code, of the crimes referred to in Article 51, paragraph 3-bis, of the Code of Criminal Procedure and referred to in Article 12-quinquies of the Decree-Law of 8 June 1992, n. 306 converted, with modifications, by the law of 7 August 1992, n. 356; b) by the proposal or provision for the application of some of the preventive measures; c) unless the exemption referred to in Article 4 of the Law of 24 November 1981, n. 689, from an omission to the judicial authority of the crimes referred to in articles 317 and 629 of the penal code, aggravated under Article 7 of the Decree-Law of 13 May 1991, n. 152, converted, with modifications, from the law 12 July 1991, n. 203, by the subjects indicated in letter b) of article 38 of the legislative decree 12 April 2006, n. 163, (now Article 80, paragraph 3, of Legislative Decree No. 50 of 20016) even in the absence of a proceeding against them for the application of a preventive measure or a hostile cause therein; d) the assessments prepared by the prefect also by availing himself of the access and assessment powers delegated by the Minister of the Interior pursuant to the Decree-Law of 6 September 1982, n. 629, converted, with modifications, from the law 12 October 1982, n. 726, or of those referred to in Article 93 of this decree; e) the assessments to be carried out in another province by the competent prefects upon request of the prefect proceeding pursuant to letter d); f) by the substitutions in the corporate bodies, in the legal representation of the company and in the ownership of individual companies or company shares, carried out by anyone permanently living with the recipients of the measures referred to in points a) and b), with times in which they are realized, the economic value of the transactions, the income of the subjects involved as well as the professional qualities of the sub-arrivals, denoting the intent to circumvent the anti-mafia documentation law.

²³Legislative decree of 6 September 2011, n. 159:Art. 88 paragraph 4-bis The circumstance referred to in paragraph 4, letter c), must emerge from the indications based on the request for reference made to the defendant and must be communicated, together with the generality of the person who has omitted the aforementioned complaint, by the public prosecutor Republic proceeding to the prefecture of the province in which the requesting subjects referred to in Article 83, paragraphs 1 and 2, have their registered office or residence or physical persons, companies, associations, companies or consortiums interested in contracts and subcontracts referred to in Article 91, paragraph 1, letters a) and c) or who are the recipients of the concession or supply deeds referred to in letter b) of the same paragraph 1.

²⁴Legislative decree of 6 September 2011, n. 159:Art. 92 paragraph 2 Without prejudice to the provisions of article 91, paragraph 6, when the consultation of the single national database reveals the existence of causes of forfeiture, suspension or prohibition pursuant to article 67 or an attempted mafia infiltration referred to in Article 84, paragraph 4, the Prefect provides the necessary checks and issues the disqualification antimafia information within thirty days from the date of the consultation. When the checks made are of particular complexity, the prefect shall notify the administration concerned without delay and provide the information acquired in the

and 3, of the D.Lgs. 159/2011, with reference respectively to anti-mafia communications and anti-mafia information (Article 80, paragraph 2, of D.Lgs. 50/2016)?	precise reference of the documentation): [][] ²⁵
Is the economic operator in one of the following situations?	
 was subject to the disqualification sanction referred to in Article 9²⁶, paragraph 2, letter c) of D.Lgs. of 8 June 2001, n. 231 or another sanction that involves the prohibition of contracting with the public administration, including the disqualification provisions referred to in Article 14²⁷ of D.Lgs. 9 April 2008, n. 81 (Article 80, paragraph 5, letter f) of D.Lgs. 50/2016); 	☐Yes ☐No If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [][]
2. is entered in the computer database kept by the National Anti-corruption Authority Observatory for having submitted false declarations or false documentation for the issue of the qualification certificate, for the period during which the registration continues (Article 80, paragraph 5, letter g) of D.Lgs. 50/2016);	☐Yes ☐No If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [][][]
3. violated the ban on the fiduciary registration referred to in Article 17 of the Law of 19 March 1990, n. 55 (Article 80, paragraph 5, letter h of D.Lgs. 50/2016)?	□Yes □No
If yes, please:	
 indicate the date of the definitive assessment and the issuing authority or body: 	[][]
- has the violation been removed?	□Yes □No
	If the relevant documentation is available electronically, please indicate: (web

following forty-five days. The prefect proceeds in the same way when the consultation of the single national database is carried out for a person who is not registered. - paragraph 3 After the deadline referred to in paragraph 2, first sentence, or, in cases of urgency, immediately, the subjects referred to in Article 83, paragraphs 1 and 2, also proceed in the absence of anti-mafia information. The contributions, loans, facilities and other payments referred to in Article 67 are paid under termination conditions and the persons referred to in Article 83, paragraphs 1 and 2, revoke the authorizations and concessions or withdraw from the contracts, subject to the payment of the value of the works already carried out and the reimbursement of expenses incurred for the execution of the remaining, within the limits of the utilities achieved.

²⁵Please repeat as many times as needed.

²⁶Legislative decree of 8 June 2001, n. 231 Art. 9 paragraph 2, letter c) the prohibition of contracting with the public administration, except to obtain the services of a public service;

²⁷Legislative decree of 9 April 2008, n. 81 Art. 14 Provisions for the fight against irregular work and for the protection of workers' health and safety.

		address, issuing authority or body, precise reference of the documentation): [][][]
4.	is in compliance with the rules governing the right to work of disabled people as per law 12 March 1999, n. 68 (Article 80, paragraph 5, letter i) of D.Lgs. 50/2016);	☐Yes ☐No ☐It is not required to the law 68/1999 If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [][] In the case in which the operator is not required to discipline law 68/1999 indicate the reasons: [] (number of employees and / or other) [][]
	was the victim of the crimes provided for and punished by articles 317 and 629 of the penal code aggravated pursuant to Article 7 of the Decree-Law of 13 May 1991, n. 152, converted, with modifications, from the law 12 July 1991, n. 203?	□Yes □No
	had denounced the facts to the judicial	∐Yes
_	authority?	les livo
-	had the cases provided for in the first paragraph of Article 4 of the Law of 24	□Yes □No
	November 1981, n. 689 (article 80, paragraph 5, letter I) of D.Lgs. 50/2016?	If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [][][]
6.	is in relation to another participant in the same custody procedure, in a control situation referred to in Article 2359 of the Italian Civil Code or in any report, even de facto, if the control situation or the relationship leads to offers are attributable to a single decision-making center (Article 80, paragraph 5, letter m) of D.Lgs. 50/2016?	□Yes □No
7.	The economic operator is in the condition provided for by art. 53 paragraph 16-ter of Legislative Decree 165/2001 (pantouflage or revolving door) in that it	□Yes □No

entered into subordinate has independent employment contracts and, in any case, has assigned tasks to former employees of the Lead procurer that have ceased their employment relationship for less than three years and in the last three years of service have exercised authoritative or negotiating powers on behalf of the same Lead procurer against the same economic operator?

In addition, the undersigned declares on their honour:

- a) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- b) they will inform the lead procurer, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- c) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- d) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- e) that the information provided to the lead procurer within the context of this invitation to tender is accurate, sincere and complete.

The undersigned formally declare that the information contained in the previous parts is accurate and correct and that is has been set out in full awareness of the consequences of serious misrepresentation and that the undersigned is aware of the consequences of a serious false declaration, pursuant to article 76²⁸ of Presidential Decree 445/2000.

Without prejudice to the provisions of articles 40²⁹, 43³⁰ and 46³¹ of Presidential Decree 445/2000, the undersigned formally declares to be able to provide, upon request and

²⁸Presidential decree of 28 December 2000, n. 445 Consolidated text of the legislative and regulatory provisions on administrative documentation. (Testo A).(GU Serie Generale n.42 del 20-02-2001 - Suppl. Ordinario n. 30): Art. 76 (L) Criminal law - 1. Anyone issuing false statements, drafting false deeds or making use of them in the cases provided for by the present single law is punished according to the penal code and special laws on the matter. 2. The performance of an act containing data no longer corresponding to the truth is equivalent to the use of a false deed. 3. The substitutive declarations made pursuant to articles 46 and 47 and the declarations made on behalf

substitutive declarations made pursuant to articles 46 and 47 and the declarations made on behalf of the persons indicated in article 4, paragraph 2, are considered as made to a public official. 4. If the offenses indicated in paragraphs 1, 2 and 3 are committed to obtain the appointment to a public office or the authorization to practice a profession or art, the judge, in the most serious cases, may apply the temporary interdiction from public offices or from profession and art.

²⁹Presidential decree of 28 December 2000, n. 445: Art. 40 (L) Certificates - 01. The certifications issued by the public administration in relation to states, personal qualities and facts are valid and can only be used in private relations. In relations with the organs of the public administration and the managers of public services, certificates and notices are always replaced by the declarations referred to in articles 46 and 47. 02. On the certifications to be produced to the private subjects, the words: "The present certificate cannot be produced to the organs of the public administration or to the private operators of public services". 1. The certifications to be issued by the same office in relation to states, personal qualities and facts concerning the same person, within the same procedure, are contained in a single document.

³⁰Presidential decree of 28 December 2000, n. 445: Art. 43 (L - R) Office investigations - 1. The

Public administrations and managers of public services are required to acquire ex officio the information referred to in the substitutive declarations referred to in Articles 46 and 47, as well as all data and documents held by public administrations, subject to indication by of the interested party, the indispensable elements for obtaining the requested information or data, or accepting the substitute declaration produced by the interested party. (L). 2. Without prejudice to the prohibition on access to data other than those for which it is necessary to acquire certainty or verify the accuracy, it is considered to be operated for purposes of significant public interest, for the purposes of the provisions of Legislative Decree 11 May 1999, n. 135, the direct consultation, by a public administration or a public service operator, of the archives of the certifying administration, aimed at ascertaining the office of states, qualities and facts or the control of substitutive declarations presented by citizens. For direct access to its archives, the certifying administration issues to the administration the appropriate authorization in which are indicated the limits and access conditions

without delay, the certificates and other forms of documentary evidence of the case, with the following exceptions:

a) whether the Lead procurer is able to acquire the additional documentation directly by accessing a national database which is available free of charge in any Member State³².

The undersigned formally consents to the Lead procurer gaining access to documents supporting the information, which has been provided in [to the part/section/point or points] of this Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest.

Full name [], Date [],	Place [],	Signature []
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aimed at ensuring the confidentiality of personal data in accordance with current legislation. (L). 3. The proceeding administration operates the acquisition of office, pursuant to the preceding paragraph, exclusively by electronic means (L). 4. In order to facilitate the acquisition of office of information and data relating to states, personal qualities and facts, contained in registers, lists or public registers, the certifying administrations are obliged to allow the administrations proceeding, without charges, to consult by electronic means of their computer files, in compliance with the confidentiality of personal data. (R). 5. In all cases in which the proceeding administration directly acquires information relating to states, personal qualities and facts to the administration responsible for their certification, the issuing and acquisition of the certificate are not necessary and the aforementioned information is acquired, without charges, by any means suitable to ensure the certainty of their source of origin. (R). 6. The documents transmitted by anyone to a public administration by fax, or by other electronic or computerized means suitable for ascertaining the source of origin, satisfy the requirement of the written form and their transmission must not be followed by that of the original document. (R).

³¹Presidential decree of 28 December 2000, n. 445: Art. 46 (R) Declarations replacing certifications - 1. The following statuses, personal qualities and facts are evidenced by declarations, also contextual to the request, signed by the interested party and produced in substitution of the normal certifications: a) date and place of birth; b) residence; c) citizenship; d) enjoyment of civil and political rights; e) status of unmarried, married, widowed or free state; f) family status; g) existence in life; h) birth of the child, death of the spouse, ascendant or descendant; i) registration in registers, registers or lists held by public administrations; I) belonging to professional associations; m) educational qualifications, exams taken; n) professional qualification held, title of specialization, qualification, training, updating and technical qualification; o) income or economic situation also for the purpose of granting benefits of any kind provided for by special laws; p) fulfillment of specific contributory obligations with indication of the amount paid; q) possession and number of the tax code, VAT number and any data present in the tax register database; r) state of unemployment; s) retirement and retirement categories; t) student quality; u) quality of legal representative of natural or legal persons, guardian, curator and the like; v) registration with associations or social formations of any kind; z) all situations relating to the fulfillment of military obligations, including those attested in the service record sheet; aa) not to have received criminal convictions and not to be the recipient of provisions concerning the application of security measures and prevention measures, civil decisions and administrative measures entered in the criminal record according to current legislation; (letter as amended by Article 49 of Italian Legislative Decree No. 313 of 2002); bb) not to be aware of being subjected to criminal proceedings; bbb) not to be the institution receiving judicial orders that apply the administrative sanctions referred to in Legislative Decree 8 June 2001, n. 231; (letter introduced by Article 49 of Italian Legislative Decree No. 313 of 2002); cc) quality of living dependency; dd) all data directly known to the interested party contained in the registers of civil status; ee) not to be in a state of liquidation or bankruptcy and not having submitted an application for an arrangement.

³²On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the Lead procurer to acquire the documentation. Where required, this must be accompanied by the relevant consent to such access.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



Annex 5 TO REQUEST FOR TENDERS TENDER FORM AND ON/OFF AWARD CRITERIA

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 5 TENDER FORM

Tenderer details	
Project Title:	
Registered Organisation Name:	
Registered Address:	
Town / City:	Postcode:
Country:	
Company Registration:	VAT Registration No.:
company registration.	VAT Registration No.:
Website:	
Size:	Status:
Size.	Status.
Main activity:	

Contact details

Title:	Name:
Position:	
Organisation:	
Main Correspondence Address:	
Town / City:	Postcode:
Country:	
oouy.	
Phone number:	Mobile Phone:
Email Address:	
How did you find out about this PCP? Please specify:	

Public Description of the Project

If your tender is successful, we will publish the following summary for marketing purposes. Accordingly, this summary is mandatory, but will not be assessed as part of your tender. By submitting this tender, you hereby grant full permission for the publication aforementioned. Please

Level of originality, novelty and innovativeness of the proposed solution

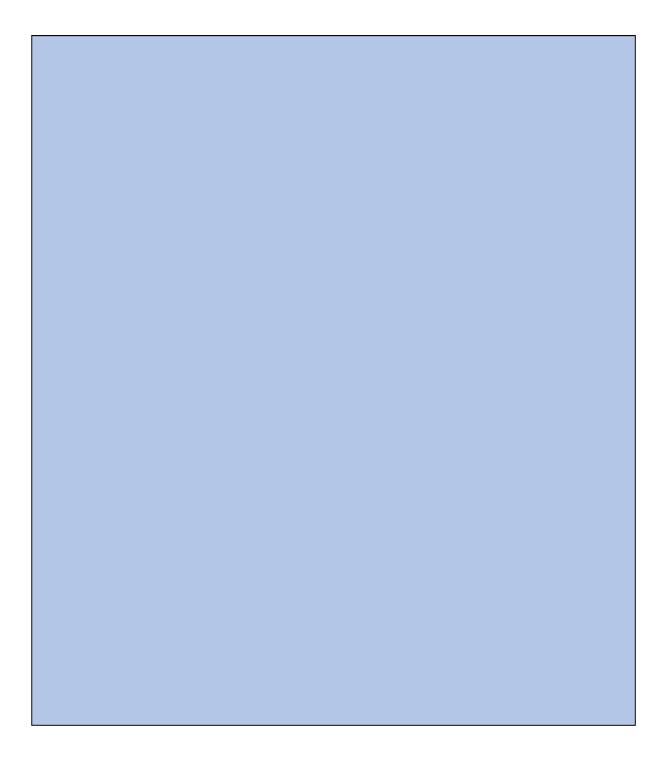
Title and description of proposed idea/ solution /technology and its level of originality and innovativeness of the proposed solution and ability of generating a technological advance that could go beyond the state-of-the-art technology - for assessment of criteria A).

Please provide a title and brief description of your proposed idea/ solution/ technology and the level of originality, novelty and innovativeness thereof. You may attach an image or diagram separately with the tender form, if appropriate.

Level of completeness and responsiveness of the solution to meet the functional requirements of the proposed solution

Description of the level of completeness and responsiveness of the proposed solution to meet the functional requirements - for assessment of criteria B).

Please provide a brief description of the level of completeness and responsiveness of your proposed idea/ solution/ technology and how it meets the functional requirements.



Technical validity and robustness of the proposed solution

Description of the technical validity and robustness of the solution - for assessment of criteria C).

Please provide a brief description of the technical validity and robustness of the proposed solution.

Please provide a description of the technical plan that outlines:

- 1. the tenderer's idea for addressing all the requirements given in the PCP challenge description, relating both to functionality and performance; and
- 2. technical details of how this would be implemented. Constraints and dependencies that should be taken care of. Critical aspects or expected issues that should be promptly prevented.
- 3. A technical delivery plan describing, per Phase, the implementation activities highlighting possible dependencies among activities themselves, durations, resources involved, milestones.

Commercial	and standardization	notential of the	proposed solution
Commercial	anu Stanuai uization	Dolemiai oi me	DI ODOSEA SOIULIOIT

Description of the commercial and standardization potential of the proposed solution - for assessment of criteria D).

Please provide a brief description of the commercial and standardization potential of the proposed solution, as well as the proposed approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market.

Please provide a brief description of the ability of the proposed solution to minimize the whole life- cycle cost.			
cycle cost.			

Ability to minimize the whole life-cycle cost of the proposed solution

cycle cost - for assessment of criteria E).

Description of the ability of the proposed solution to minimize the whole life-

solution - for assessment of criteria F).	-	
Please provide a brief description of the quality of the risk management and mitigation proposed solution.	plan of	f the

Quality of the risk management and mitigation plan of the proposed solution

Description of the risk management and mitigation plan of the proposed

Pre-existing rights

Please provide a list of the pre-existing rights (background), if ever, relevant to your

Professional secrecy Please indicate which parts of the information in the tender is confidential, and indicate why disclosure of such information may be harmful to you.

Compliance with the definition of R&D services

Tender must comply with the definition of R&D services as stated in the Call for Tenders document. Does this tender involve activities or results that may raise questions about the compliance of R&E services?				
□Yes □No				
If the output of activities or results proposed in the tender raises compliance issues related to the definition of R&D services, the tenderer must show that these issues are being handled correctly. In such a case, the tenderer is required to ensure and to provide evidence of the adequate clearance of all relevant facilities in the text box below. Please examine any issues with the national authorities before submitting your offer.				

Public financing

contract as stated in the Call for Tenders document. Does this tender include other public financing? Yes No If "yes", please specify below.	
□Yes □No	
if yes , please specify below.	

Place of performance of the contract

The tenderer must comply with the requirements regarding the place of performance of the contract as stated in the Call for Tenders document.				
Does this tender involve activities or results that may raise questions about the places where the contract is performed?				
□Yes □No				
If the output of activities or results proposed in the tender do not comply with the requirements for the place of performance of the contract, the tenderer must demonstrate that these issues are being handled correctly. In such a case, the tender is required to ensure and to provide evidence of the adequate clearance of all relevant facilities in the text box below. The tenderer must examine any issues with the national authorities before submitting its offer.				

Ethical issues
The tenderer must comply with the ethics requirements as stated in the Call for Tenders document. Does this tender involve ethical issues?
If the tender involves activities that raise ethical ¹ issues, the tenderer must submit an ethics self-assessment in the text box below, that: • describes how the tender meets the legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out • explains in detail how the tenderer intends to address the ethical issues identified

¹See the guidance for EU grant beneficiaries <u>'How to complete</u> <u>your ethics self-assessment'</u> for information on ethics issues.

Security issues
The tenderer must comply with the security requirements as stated in the Call for Tenders
document.
Does this tender involve activities or results that may raise security issues and/or EU-classified information ² as background or results?
□Yes □No
If the output of activities or results proposed in the tender raise security issues or uses EU-classified information, the tenderer must show that these issues are being handled correctly. In such a case, tenderer is required to ensure and to provide evidence of the adequate clearance of all relevant facilities. It must examine any issues (such as those relating to access to classified information or export or transfer control) with the national authorities before submitting its offer. Tenders must include a draft security classification guide (SCG), indicating the expected levels of security classification in the text box below.

See <u>Decision 2015/444/EC, Euratom</u> on the provisions on security of EU-classified information.

Declaration

By submitting the tender you are confirming that the information given, in this application, is complete and that you are actively engaged in this project and responsible for its overall management and agree to properly implement the award if made to you. You are confirming that:

- your organisation is prepared to carry out this project at the stated price;
- you are not subject to the exclusion criteria as stated in section 3.2 of the Call for Tenders;
 and
- you comply with the compliance criteria as stated in section 3.4 of the Call for Tenders; and
- the services offered are within the definition of the research and development as mentioned in the Frascati Manual; and
- your company does not receive public funding from other sources as stated in section 3.4 of the Call for Tenders; and
- you comply with the requirements relating to the place of performance of the contract; and
- you comply with the ethics requirements as stated in section 3.4 of the Call for Tenders;
- you comply with security requirements as stated in section 3.4 of the Call for Tenders; and
- you comply with the legal requirements stated in the Smart.Met PCP Call for Tenders document, and
- you are also confirming that you have read and understood the relevant explanatory materials.

By signing and submitting this application you acknowledge that you've read and understood the statement above and accept it without reservation.

□ 1 P	reby confirm that I fully comply with the declaration as stated al	pove.
Signa	ure	



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 731996



Annex 6 END OF PHASE REPORT FORM

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

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I. INTRODUCTION AND SUBMISSION INSTRUCTIONS

Please note that capitalized terms used herein shall have the meaning set forth in the Framework Agreement

The purpose of this "End of Phase Report" is to provide an additional summary to the requested end of phase deliverables and to highlight the work that Contractors have performed for the procurement of the R&D services as specified in the framework agreement. Please describe the work undertaken during Phase [I] [II] [III], including what work was completed and why this was important. Please complete this form as fully as possible.

This End of Phase Report must be submitted before or at the Completion Date of the corresponding Phase.

The submission must be sent in soft copy by e-mail to:

[...]

and in hard copy in two originals by registered mail to:

[...]

In case of discrepancy between the hard copy and soft copy of the submitted End of Phase Report, the hard copy shall prevail.

You are advised that satisfactory completion of this report and provision of the deliverables forms part of the contractual obligations to be complied with under the Agreement.

The End of Phase Report should be completed by the Contractor, with input from any sub-contractors or (in case of multiple parties acting as one Contractor) project partners as appropriate. Please answer, wherever possible, on behalf of the business units, divisions, companies and/or other legal entities involved in the work. If this is not possible, please specify the organisation to which your answers refer.

Please answer the questions in the spaces provided. Try to answer fully, but keep your answers succinct and no longer than necessary to clearly explain them. When describing technical solutions, please regard your audience as being someone familiar with the technology, but not an expert. The End of Phase Report may be done in narrative alone. However, diagrams or pictures may be added where these aid clarity within the restriction on the page limit of a total of 20 sides of A4.

II. REPORT

II.1 General information

Organizational details	
Type of Organisation:	Please Select One: Private sector, Public sector, Academic, Not for profit (third sector)
Registered Name of Organisation: Registered Address: Town/ City: Postcode: County: Report Author: Telephone Number: E-mail Address:	
	xxxx_xxxxx
Project Reference: Report Type: Total Contract Cost in Euros: Start Date: End Date: Sub-contractors:	Please Select: Phase 1, Phase 2, Phase 3

11.2 Technical report

	commodific	, po.	•									
At the objecti	beginning ves?	of	this	Phase	[1]	[11]	[111],	what	were	your	aims	and
	provide a su priginal obje											

Describe any changes to the original plan in the tender. What was the reason for these changes? Please include any circumstances that aided or impeded the progress of the project and the actions taken to overcome them.
Please provide a short factual summary of the most significant outcomes of your work.
Describe the innovative aspects of the work, including any new findings or techniques.
Describe where the R&D and other operational activities have been performed.
Describe any potential long term collaborations/ partnerships entered into.
Please list the organisations and the role they played in the project.

Describe the potential for exploiting the work. Please identify any new intellectual property which has been filed or for which filing is anticipated.
Please describe how your organisation has gained from this project. What new business opportunities have been created? Do you expect your organisation to grow as a result of this project?
(To be answered only for the report on Phase I)
Describe the suitability of the project results for: (a) developing a prototype, and (b) development of small scale pre-commercial system – in order to facilitate assessments of progress into next phase.
(To be answered only for the report on Phase II)
Describe the suitability of the project results for the development of small scale pre-commercial system / test series – in order to facilitate assessments of progress into next phase.
Please insert additional information that may be pertinent. This may be in the
form of text, pictures, diagrams, data, graphs that support the work.

II.3 FINANCIAL REPORT

Please provide complete and clear information about the allocation of monies paid by the Lead Procurer with consideration to the R&D service contract minimum requirement. Use the table below. Add explanation if required.
Thirm and requirements con the table below had explanation in required.

CATEGORY	UNIT PRICE	QUANTITY	TOTA PRICE (€)
Labour price			
[]			
[]			
[]			
Materials			
Capital equipment			
[]			
Subcontract			
Travel and			
accommodation			
Other (specify)			
TOTAL PRICE			



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Annex 7 TO REQUEST FOR TENDERS STATEMENT OF JOINT AND SEVERAL LIABILITY

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 7 STATEMENT OF JOINT AND SEVERAL LIABILITY

This Statement only needs to be added to the proposal if the Tenderer is consisting of a grouping of companies (Consortium).

Groupings of companies (Consortia) may participate in this PCP tender procedure, provided that their participation is in accordance with the principles of EU and applicable national competition law.

In this Statement of joint and several liability, the Consortium members conform to the following requirements:

- Each member of the Consortium hereby agrees to appoint the lead contractor as mentioned below to operate as single point of contact to the Lead Procurer
- Each member of the Consortium hereby authorizes the lead contractor to act in its name and on its behalf, concerning their rights and obligations under the Framework Agreement and Phase 1 Contract, and to sign the Framework Agreement and the Phase 1 Contract on their behalf;
- Each member of the Consortium hereby accept joint and several liability for all obligations of the contractor under the Framework Agreement and Phase 1 Contract
- Each member of the Consortium is listed in the professional register or trade register or a foreign equivalent in accordance with the legislation in force in the country where it is established;

Member of the Consortium 1 on behalf of the Consortium)	(lead contractor and authorized to act in the name and
Name of duly authorized person	
Function	
Signature	
Place and date	
Activities / expertise of the member in the Smart.Met PCP Project	

Member of the Consortium 2	
Name of duly authorized person	
Function	
Signature	
Place and date	
Activities / expertise of the member in the Smart.Met PCP Project	

Member of the Consortium 3	
Name of duly authorized person	
Function	
Signature	
Place and date	
Activities / expertise of the member in the Smart.Met PCP Project	
Member of the Consortium 4	
Name of duly authorized person	
Function	
Signature	
Place and date	
Activities / expertise of the member in the Smart.Met PCP Project	
Member of the Consortium 5	
Name of duly authorized person	
Function	
Signature	
Place and date	
Activities / expertise of the member in the Smart.Met PCP Project	



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Annex 8 TO REQUEST FOR TENDERS Phase 1 - ECONOMIC OFFER FORM

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

I, the undersigned <u>(name of the company)</u> , domiciled in <u>(city)</u> , <u>(address)</u> , Tax Identification Number, VAT number, registered in the company register of (<u>country, city</u>) at the n, represented by its (<u>e.g. attorney, CEO)</u> and legal representative Mr./Mrs,
(in case of business groupings or Consortia, the data of all the companies belonging to the venture/consortia must be provided)
DECLARES:
in accordance with what is stated in the Call for Tender, in order to meet all the requirements stated in all the other documents regarding this pre-commercial procurement tender, the following values constituting the ECONOMIC OFFER:
A) VIRTUAL PRICE: is the comprehensive amount (that must be detailed and justified in Prospectus) which would be paid for the services required to complete PHASE 1 "Solution design" in case the property/industrial rights were exclusively owned by the Contracting Authority A) Euro (provide the numeric value of the offer, applicable VAT*excluded and other taxes included)
B) ACTUAL PRICE: is the comprehensive price submitted for providing the services required to complete PHASE 1 "Solution design". The price takes into account the fact that the intellectual/industrial property rights, including the results' property, will be owned by the submitting operator (therefore in case of award, such a price will represent the amount that will be paid to the winning bidder) and is equal to: B) Euro (provide the numeric value of the offer, applicable VAT* excluded and other taxes included) Of which expenses for occupational safety and health:
Euro
C) COMPENSATION (A-B): is the difference between the "Virtual price" and the "Actual price" given by the bidder's lower remuneration for the provision of R&D services, compared to the case where the Contracting Authority would have retained the exclusive ownership of the intellectual/industrial rights. (A-B) Euro

PROSPECTUS (justification for the PHASE 1 economic offer)

Fill in the Table listing the different types of resources that will be adopted in performing the Framework Agreement providing for each resource its unit cost and the quantities that will be used in executing PHASE 1, assuming that the Contracting Authority would have retained the exclusive ownership of the intellectual/industrial rights. Compute therefore, the total Virtual Price (A) for PHASE 1 and the Compensation value, quantifying, therefore the Actual price (B).

Please consider that:

- The Actual Price (B) is the bid price and, therefore, is the amount that will be paid to the bidder in case of award;
- The kind of resources adopted for accomplishing PHASE 1 and the unit costs provided during PHASE 1 are binding. Furthermore, only unit costs must be kept constant, except for adequately justified changes, also for presenting potential future bids for PHASE 2 and PHASE 3.
- the total cost of the personnel involved in executing the R&D services, including the one which will be eventually involved through subcontracts, must be at least equal to the 51% of the price submitted during the PHASE 1 and of the overall value of the Framework agreement.
- At least 51% of the value of the R&D services has to be executed within the member states of the European Union. The main professional resources, which constitute the research team in the different PHASES and which are responsible for leading the R&D activities described in the agreement, must operate within the member states of the European Union and Associated Countries

.

	PHASE 1					
COST CATEGORIES	Kind of resource adopted	QUANTITY	UNIT COST in €	% of activities spent on R&D	Place of service execution (Member State of the European Union SM; Associated Country PA; other AA)	VALUE in € (B – virtual price)
Personnel costs						
Equipment and — materials costs					N.A.	
Subcontracting Costs —						
Travel						
Other expenses					N.A.	
Total: VIRTUAL price (A)			/IRTUAL price (A)		VAT excluded	VAT included
				Euro		
Total: ACTUAL price (B)				Euro		
Compensation (A-B)			mpensation (A-B)	Euro		

1) TABLE B

Fill in the Table providing an <u>estimate</u> of the PHASE 2 and PHASE 3 R&D services' values. The quantities of the resources adopted and the economic values for are estimates that do not bound the bidder.

				PHASE 2	F	PHASE 3
COST CATEGORIES	Kind of resource adopted	UNIT COST in €	QUANTITY	VALUE in € (PHASE 2 virtual price)	QUANTITY	VALUE in € (PHASE 3 virtual price)
Personnel Costs						
Equipment and materials costs						
Subcontracting Costs						
Travel						
Other expenses						
	Total: VIRTUA	L price estimated (A2, A3)	Euro		

FURTHERMORE DECLARES:

- the total cost of the personnel involved in executing the R&D services, included the one involved through subcontracts, must be at least equal to 51% of the price submitted during the PHASE 1
- That at least 51% of the value of the R&D services is created within the European Union member states
- That the main professional resources, which constitute the research team and which are responsible for leading the R&D activities operate within the member states of the European Union and Associated Countries.
- To be aware of all the conditions and the elements required for formulating the Offer of PHASE 1, as stated in the Call for tender documentation;
- That, in case it will win the PHASE 1 tender and stipulate the following Framework Agreement and PHASE 1 Contracts it will not contest the lack of knowledge of conditions or the occurrence of not evaluated or not considered elements, unless the latter ones are due to force majeure and are not excluded by other laws and/or by technical specifications

LASTLY DECLARES:

Under its own responsibility, conscious that in case of false declaration, apart from the exclusion from the tender, applicable sanctions as of art. 76 of the D.P.R. 28/12/200 n. 445 will be adopted:

- To be aware that, in accordance with the General Data Protection Regulation, the personal data collected will be processed, also through IT devices, exclusively for the purpose of this procedure;
- To be aware that VIVERACQUA reserves the right of randomly verifying the declarations provided, in order to check their veracity.

Date	Signature



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Annex 9 TO REQUEST FOR TENDERS DECLARATION WITH RESPECT TO THE SELECTION CRITERIA

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 9 DECLARATION WITH RESPECT TO THE SELECTION CRITERIA

Identification:	Answer:
The undersigned [name of the signatory of this form]:	
in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)	[]
$\hfill\Box$ representing (if the economic operator is a legal person)	[]
VAT-number, if applicable:	[]
If no VAT-number applicable, please indicate another national identification number, if required and applicable	[]
official name in full (only for legal person):	[]
official legal form (only for legal person):	[]
Official address in full:	[]
Contact person or persons ¹ :	[]
Telephone:	[]
E-mail:	[]
Internet address (web address) if applicable):	[]

declares that the company or organisation that he/she represents / he/she:

¹Please repeat the information concerning contact persons an many times as needed.

SUITABILITY (Article 83, paragraph 1, letter a) of D.Lgs. 50/2016)

Suitability	Answer:
It is enrolled in the relevant professional or trade register kept in the Member State of its establishment ²	[]
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation): [][][]
2) For service contracts:	□Yes □No
Is a particular authorization or membership of a particular organization needed in order to be able to perform the service in question in the country of establishment of the economic operator?	If yes, please specify which and indicate whether the economic operator has it: []
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation): [][][]

 2 As described in Annex XI of Directive 2014/24/EU; economic operators from certain Member States may have to comply with other requirements set in that Annex.

ABILITY TO PERFORM R&D UP TO ORIGINAL DEVELOPMENT OF THE FIRST PRODUCTS OR SERVICES

Ability to perform R&D	Answer:		
 1) Does the economic operator have the capacity (i.e, research and development staff), tools, material and equipment to: carry out research and lab prototyping; produce and supply a limited set of first products or services and demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers? 	□Yes □No [] [] [] []		
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation): [][][]		
2) Does the economic operator have the relevant reference and/or previous projects (executed during the last 10 years) which reflect the competences and capacity of the Tenderer in the different phases and domains of the SMART.MET project, such as research, development, prototyping and testing?	□Yes □No		
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation): [][][]		

ABILITY TO COMMERCIALLY EXPLOIT THE RESULTS OF THE PCP, INCLUDING INTANGIBLE RESULTS IN PARTICULAR IPRS

Ability to commercially exploit the results of the PCP	Answer:
1) Does the economic operator have the financial and organisational structures to	[]
 manage, exploit and transfer or sell the results of the PCP (including tangible and intangible results, such as new product designs and IPRs); 	
- generate revenue by marketing commercial applications of the results (directly or through subcontractors or licensees)?	
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation):
	[][]

The undersigned formally declare that the information contained in the previous parts is accurate and correct and that is has been set out in full awareness of the consequences of serious misrepresentation and that the undersigned is aware of the consequences of a serious false declaration, pursuant to article 76 of Presidential Decree 445/2000.

Without prejudice to the provisions of articles 40, 43 and 46 of Presidential Decree 445/2000, the undersigned formally declares to be able to provide, upon request and without delay, the certificates and other forms of documentary evidence of the case, with the following exceptions:

a) whether the contracting authority is able to acquire the additional documentation directly by accessing a national database which is available free of charge in any Member State³.

The undersigned formally consent to contracting authority, gaining access to documents supporting the information, which has been provided in [to the part/section/point or points] of this Declaration with respect to the Selection Criteria.

Full name [], Date [1,	Place [1,	Signature [1
					<u> </u>	

³On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to acquire the documentation. Where required, this must be accompanied by the relevant consent to such access.



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Annex 10 TO REQUEST FOR TENDERS DECLARATION ON THE FORM OF PARTICIPATION AND ON SUBCONTRACTORS

Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering — SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal

Annex 10 DECLARATION ON THE FORM OF PARTICIPATION AND ON SUBCONTRACTORS

INFORMATION ABOUT THE ECONOMIC OPERATOR

Identification:	Answer:
The undersigned [name of the signatory of this form]:	
in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)	[]
$\hfill\Box$ representing (if the economic operator is a legal person)	[]
VAT-number, if applicable:	[]
If no VAT-number applicable, please indicate another national identification number, if required and applicable	[]
official name in full (only for legal person):	
official legal form (only for legal person):	[]
Official address in full:	[]
Contact person or persons ¹ :	[]
Telephone:	[]
E-mail:	[]
Internet address (web address) if applicable):	[]

declares that the company or organisation that he/she represents / he/she:

¹Please repeat the information concerning contact persons an many times as needed.

Form of participation:	Answer:				
Is the economic operator participating in the procurement procedure together with others ² ?	□Yes □No				
If yes, please ensure that the others concerned provide a separate Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest – Annex 4.					
If yes: a) please indicate the role of the economic operator in the group, or consortium, EEIG, business network referred to in art. 45, paragraph 2, lett. d), e), f) and g) and art. 46, paragraph 1, lett. a), b), c), d) and e) of Legislative Decree n. 50/2016 (leader, responsible for specific tasks, etc.):	a): []				
 please indicate the specific services object of the assignment, or parts of them, that the single grouping companies undertake to perform (Article 48 paragraph 4 of Legislative Decree n. 50/2016 and article 92 of the DPR 207/2010). 	[]				
b) Please identify the other economic operators participating in the procurement procedure together:	b): []				
 please indicate the specific services object of the assignment, or parts of them, that the single grouping companies undertake to perform (Article 48 paragraph 4 of Legislative Decree n. 50/2016 and article 92 of the DPR 207/2010). 	[]				
c) Where applicable, indicate the name of the participating group:	c): []				
d) If relevant, indicate the name of the economic operators belonging to a consortium as per art. 45, paragraph 2, lett. b) and c), or of a professional company referred to in Article 46, paragraph 1, lett. f) of Legislative Decree n. 50/2016 performing the services covered by the contract	d): []				

²Notably as part of a group, consortium, joint venture or similar.

INFORMATION CONCERNING SUBCONTRACTORS

Subcontracting:	Answer:
Does the economic operator intend to subcontract any share of the contract to third parties?	□Yes □No
If yes, please ensure that the others concerned with respect to the Exclusion Criteria and absence	•
If yes, please indicate the services or parts of them that you intend to subcontract and the relative share (expressed as a percentage) on the contract amount:	[][]
If the conditions set forth in article 105, paragraph 6, of Legislative Decree n. 50/2016 are met, indicate the name of the subcontractors proposed:	נ זנ זנ ז
The undersigned formally declare that the informaccurate and correct and that is has been set of serious misrepresentation and that the under serious false declaration, pursuant to article 76 Without prejudice to the provisions of articles	out in full awareness of the consequences rsigned is aware of the consequences of a of Presidential Decree 445/2000.
445/2000, the undersigned formally declares the without delay, the certificates and other forms of the following exceptions:	to be able to provide, upon request and
 a) whether the contracting authority is able directly by accessing a national database Member State³. 	
The undersigned formally consent to contractin supporting the information, which has been points] of this Declaration.	
Full name [], Date [], Place	[], Signature []

³On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to acquire the documentation. Where required, this must be accompanied by the relevant consent to such access.