

## **Simplified call for tender**

### **Online Hackathon Design and Implementation Service**

Application Deadline: 21-Sep-2020 (Midnight Brussels, Belgium)

Type of Contract: Purchase of Services

Contract Value: EUR 18,000.00 (Euro eighteen thousand/00)

Language(s) Required: English

Indicative Duration of Contract: October – December 2020 (maximum 40 person days)

#### **Background**

The service is planned within the scope of the easyRights project (<https://www.easyrights.eu/>). The project is funded by the European Union through the Horizon 2020 Programme (H2020) with the involvement of partners from the countries of Greece, Italy, Norway, Spain and the UK. The project has the overall objective to combine co-creation and AI technology to make it easier for non-EU immigrants to understand and access the services they are entitled to. Project activities include the organisation of 2 hackathons (one per year, 2020-2021 and 2021-2022) in each of the 4 pilot sites of Birmingham (UK), Larissa (EL), Malaga (ES) and Palermo (IT), to procure the development of original and innovative IT applications in line with the technical features of the easyRights platform and to fulfil predefined targets of improvement of local public administration services to the immigrants. Due to the Covid-19 crisis, the decision was taken to move the first round of 4 hackathons from offline to online. The purpose of this service is thus to design the concept and blueprint of the online hackathon to be deployed on the 4 pilot sites, to test it in the context of a simulated hackathon event seeing the participation of all the easyRights consortium members, and finally to assure the effective support to the implementation of the 4 online hackathon events for the 4 pilots.

#### **Legal basis**

This simplified call for tender is issued in compliance with the Italian public procurement law – notably art. 36, par. 2, lett. a), and art. 103, par. 11 of the Legislative Decree No. 50/2016 – as well as with the internal procurement regulation of Politecnico di Milano (Rep. n. 3136 Prot. n. 66973 dated 18 Aprile 2019, which can be consulted on <http://www.normativa.polimi.it>) and the General Conditions of Contract published as Annex D to this call.

Applicable legislation is that of Italy. Competent court is in Milan.

#### **Required tasks and associated deliverables**

In the above context, the Service provider is invited to formulate a technical offer to perform the following activities:

- 1) Design a concept note to guide the online hackathon event from preparation to full development and finalization (i.e. evaluation and award of winning teams)
- 2) Oversee and support the organization of an online hackathon in collaboration with the easyRights project coordinator, Politecnico di Milano, and all members of the consortium
- 3) Supervise and support the pilots remotely in the implementation of the 4 on site hackathon events.

*Task 1 – Design a concept note to guide the online hackathon event to be held (indicatively 8 non consecutive hours) within the first two weeks of October 2020.*

As part of this task, the Service provider will:

- Get acquainted with the easyRights project context, technology, goals and target audiences;

- Familiarise with the situation in the four pilot sites, particularly related to access to local public services by non-EU immigrants;
- Become aware of how the envisaged ICT solution by the easyRights project might help simplify that access;
- Identify the most suitable IT infrastructure for online communication during the hackathon in cooperation with the Politecnico di Milano coordination team;
- In agreement with the Project Coordinator, draft a concept note, a storyboard and guidelines for the organisation of the rehearsal online hackathon.

These outputs will jointly constitute Deliverable 1 of the Contract, due 5 calendar days before the start of the event.

*Task 2 – Oversee and support the organization of the online hackathon in collaboration with the easyRights project coordinator, Politecnico di Milano, and all members of the consortium*

As part of this task, the Service provider will:

- Assist the Project Coordinator in the thematic as well as logistical preparation of the event;
- Take part in the event in order to provide remote assistance to the easyRights partners during the development of the hackathon phases;
- Deliver a report assessing the implementation of the event along with an overview of lessons learned.

These contents will compose the introduction to Deliverable 2 having in mind the goal of deploying the same hackathon structure in the four pilot locations.

Deliverable 2 shall be 4 distinct Hackathon Plans for the pilots structured as follows:

- i) The local challenge, in relation to existing services for the immigrants that have already been selected by the pilot owners;
- ii) Different profiles (and possibly tasks) for
  - a. participants;
  - b. expert facilitators
  - c. jurors
  - d. other partners or sponsors
- iii) Call for participation, including requirements, awards and conditions;
- iv) Draft of the agenda and detailed storyboard of the event;
- v) IT infrastructure for online communication to set up and maintain the plenary session and the remote working groups and to coordinate the expert facilitators' supervision of the working groups and the evaluation of results by the appointed jurors;
- vi) Outline of an outreach strategy to ensure adequate participation of targeted groups.

In view of the final evaluation of the 4 hackathon results, Deliverable 2 should also include indications that help pilots define:

- vii) The evaluation criteria
- viii) Desired event outcomes

Deliverable 2 will be due 15 days after the online hackathon referred to in Task 1 has taken place.

### *Task 3 – Supervise and support the pilots remotely in the implementation of the 4 on site hackathon events*

As part of this task, the Service provider will:

- Assist each of the four hackathon coordination teams to launch their online event and manage: participant registration, platform setting up, teams creation and assistance, results assessment;
- Take part in each online event in order to provide remote assistance to the easyRights partner during the conduct of the hackathon;
- Support the partner and the winning team(s) in reaching an agreement on the hackathon follow-up.

The report of the above-mentioned activities will be the key contents of Deliverable 3.

Deliverable 3 will be closed once all the agreements with hackathon winners are defined.

The entire service will be delivered in English and the three deliverables will be subject to approval by the Project Coordinator. In case of a request for modification, the Service provider will have 7 days to perform and resubmit according to the instructions received.

#### **Pricing and payments**

Based on a market analysis performed before the launch of this simplified call for tender the contract has a fixed price, VAT excluded, which will be paid in two installments of equal amounts. The first installment will be paid no later than one month after the approval of Deliverable 2 under the condition that Deliverable 1 was previously approved. The balance will be settled after the approval of Deliverable 3. Payments will only occur upon the presentation of a regular invoice and request for payment to Politecnico di Milano.

The approximate number of person days expected for the full delivery of this service is 40.

#### **Admissibility requirements**

The call is open to any kind of individual or grouped entities, including associations, professionals and natural persons (non-VAT holders) and/or any other economic operator as defined by the article 19 of the DIRECTIVE 2014/24/EU and article 45 of the Legislative Decree No. 50/2016. However natural persons cannot participate alone but only as members of a larger grouping.

To be invited to present a proposal, candidates should send an email request to the following address:

info@easyrights.eu

declaring under their responsibility that they are in possession (either individually or jointly) of the following credentials:

- At least 5 years of professional experience in organizing hackathons or hackathon-like events (open innovation challenges or similar);
- Documented experience in organising online hackathons, preferably with an international audience and/or in the English language;
- Residence (for natural persons) or establishment (in the case of firms, associations or professionals) in an EU Member or Associated State or EEA country;
- Possession of an adequate IT infrastructure, including for online communication and interaction with multiple actors including government representatives, enterprises and other stakeholders;
- Fluent in the English language both written and oral.

The above circumstances shall be proven by an appropriate declaration, featured as Annex A to this call for tender.

Politecnico di Milano reserves the right not to invite to bid the candidates failing to demonstrate the above credentials in a convincing manner. This will be justified in writing by a formal rejection letter. However all the candidates declaring to be in possession of the above credentials will be invited to bid.

## **Exclusion criteria**

Politecnico di Milano shall exclude a candidate from participating in this call for tender where:

- (a) the candidate is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the candidate is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (c) it has been established by a final judgment or a final administrative decision that the candidate is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the candidate belongs, or by having engaged in any wrongful intent or gross negligence, including, in particular, any of the following:
  - 1. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract, a grant agreement or a grant decision;
  - 2. entering into agreement with other candidates with the aim of distorting competition;
  - 3. violating intellectual property rights;
  - 4. attempting to influence the decision-making process during the award procedure;
  - 5. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgment that the candidate is guilty of any of the following:
  - 1. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - 2. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or 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, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in the applicable law;
  - 3. conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
  - 4. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
  - 5. 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,

- aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
6. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the candidate has shown significant deficiencies in complying with main obligations in the performance of a contract, a grant agreement or a grant decision financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- (f) it has been established by a final judgment or final administrative decision that the candidate has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- (g) it has been established by a final judgement or final administrative decision that the candidate has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- (h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g);
- (i) for the situations referred to in points (c) to (h) above, the candidate is subject to:
1. facts established in the context of audits or investigations carried out by European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
  2. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
  3. facts referred to in decisions of persons or entities being entrusted with EU budget implementation tasks;
  4. information transmitted by Member States implementing Union funds;
  5. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or
  6. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body;
- (j) any other situation applies among those foreseen by article 57 of the DIRECTIVE 2014/24/EU or by article 45 of the Legislative Decree No. 50/2016.

The above circumstances shall be proven by an appropriate declaration of honor, featured as Annex B to this call for tender, which will be enclosed to the bid referenced below.

Administrative sanctions (besides exclusion from the tender procedure) may be imposed on candidates if any of the declarations or information provided as a condition for participating in this procedure prove to be false by documents that POLITECNICO DI MILANO may ask at any time during and after the procedure.

### **Procedure**

The request to be invited to bid must be sent to the aforementioned email address by Monday 21-Sep-2020 (Midnight Brussels, Belgium) by also including the signed document annexed to this call as Annex A.

Candidates who receive the invitation letter from Politecnico di Milano will have 7 calendar days to prepare and send a detailed description (proposal) of how they would like to organise the work described in this call for tender. Additionally the candidates will be requested to sign the documents annexed to this call as Annex B, Annex C and Annex D and attach them to their proposal. No modification to the proposal is allowed once the deadline for submission has elapsed. However, if there is a need to clarify certain aspects or to correct clerical mistakes, Politecnico di Milano may contact the applicant during the evaluation process.

### **Award criteria**

Received proposals will be assessed by an evaluation committee nominated by the Responsible Person for this call on the basis of the following criteria:

1. Qualifications (threshold: 20 points, maximum score: 30 points)
2. Excellence (threshold: 20 points, maximum score: 35 points)
3. Implementation (threshold: 20 points, maximum score: 35 points)

Qualifications subcriteria:

- 1.1 Education levels and skills of the team members. Master's and PhD degrees will be considered as an asset, while project management, IT and communication/facilitation capabilities, especially in multinational and multicultural contexts, will be carefully considered (up to 6 points).
- 1.2 Language knowledge (writing and oral), including those spoken in the easyRights pilot sites (Birmingham, Larissa, Malaga and Palermo) (up to 6 points).
- 1.3 Proven familiarity with the topic of migration in general and specifically in the European context (up to 6 points).
- 1.4 Proven familiarity with the topic of public administration in general and specifically services for the migrant population (up to 6 points).
- 1.5 Demonstration of integrity and ethical standards, including tolerance of diversity, gender balance, religion respect, rejection of race based discrimination/segregation and sexual harassment (up to 6 points).

Excellence subcriteria:

- 2.1 Understanding of the project's and online hackathon's objectives and constraints (up to 7 points).
- 2.2 Proposed methodology for the execution of assigned tasks (up to 7 points).
- 2.3 Quality of proposed measures to ensure outreach (up to 7 points).
- 2.4 Quality of proposed measures to ensure participation of external sponsors (up to 7 points).
- 2.5 Documented capacity to mobilise and engage high standing jurors and facilitators (up to 7 points).

Implementation subcriteria:

- 3.1 Effectiveness and efficiency of proposed workplan, including suggestions to improve its current setup (up to 7 points).
- 3.2 Data management strategy (up to 7 points).
- 3.3 Risk management strategy (up to 7 points).
- 3.4 GDPR compliance strategy (up to 7 points).
- 3.5 Ethical compliance strategy (up to 7 points).

Minimum score per criterion (threshold): Proposals scoring less than the indicated minimum score for any award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold): Proposals with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

All candidates will be informed in writing about the results of the selection process.

The awarded candidate will receive an irrevocable order of purchase from Politecnico di Milano.

### **Clarifications and support**

Any questions and requests for clarification or support may be sent to [info@easyrights.eu](mailto:info@easyrights.eu).

The person in charge of the execution of this Simplified call for tender is Gloria Paoluzzi.

Please note that Politecnico di Milano is not bound to reply to requests for additional information received less than two working days before the deadline for submitting candidatures or proposals.

Also note that Politecnico di Milano may not be held responsible for any technical malfunction of the aforementioned email address.

### **Annexes**

A= Request to be invited to present a proposal

B= Supporting declaration of honor

C= Pact of Integrity

D= General Conditions of Contract

**Annex A**  
**Request to be invited to present a proposal**

To: Politecnico di Milano  
By email to: info@easyrights.eu

I the undersigned (name, surname, place and date of birth, postal address, Tax ID or social security number) on behalf of the following individual entity or group of entities (make a list), representing the following organisation (name, postal address, VAT or Tax ID number, contact email to be used in communication) having taken due note of the contents of the Simplified call for tender "Online Hackathon Design and Implementation Service" issued by Politecnico di Milano in the framework of the easyRights project, contents which are hereby accepted without any limitation or reservation, under my personal responsibility

declare

that the aforementioned entity or group of entities is/are in possession (either individually or jointly) of the following credentials:

- At least 5 years of professional experience in organizing hackathons or hackathon-like events (open innovation challenges or similar);
- Documented experience in organising online hackathons, preferably with an international audience and/or in English language;
- Residence (for natural persons) or establishment (in the case of firms, associations or professionals) in a EU Member or Associated State or EEA country;
- Possession of an adequate IT infrastructure, including for online communication and interaction with multiple actors including government representatives, enterprises and other stakeholders;
- Fluent knowledge of English language both written and oral.

In light of the above, I ask Politecnico di Milano to invite me/us by return email to the address provided, to prepare a bid for the aforementioned Simplified call for tender.

To that purpose, I acknowledge that in case of award, evidence will be asked to me/us for each of the above items and that a declaration referenced as Annex B will have to be enclosed to my/our bid and signed by the legal representative of the bidding organisation.

Best regards,

Date and place

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Stamp and signature

.....

## Annex B

### Supporting declaration of honor

To: Politecnico di Milano  
By email to: info@easyrights.eu

I the undersigned (name, surname, place and date of birth, postal address, Tax ID or social security number) having taken due note of the contents of the Simplified call for tender “Online Hackathon Design and Implementation Service” issued by Politecnico di Milano in the framework of the easyRights project, contents which are hereby accepted without any limitation or reservation, in relation to the request to deliver a declaration of honor regarding possible exclusion criteria from the presentation of a bid, under my personal responsibility

declare

that the bidding organisation I am legally representing (henceforth: the candidate):

- (a) is not bankrupt, subject to insolvency or winding-up procedures, its assets are not being administered by a liquidator or by a court, it is not in an arrangement with creditors, its business activities are not suspended, or it is not in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;
- (b) it has not been established by a final judgment or a final administrative decision that the candidate is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (c) it has been established by a final judgment or a final administrative decision that the candidate is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the candidate belongs, or by having engaged in any wrongful intent or gross negligence, including, in particular, any of the following:
  - 1. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract, a grant agreement or a grant decision;
  - 2. entering into agreement with other candidates with the aim of distorting competition;
  - 3. violating intellectual property rights;
  - 4. attempting to influence the decision-making process during the award procedure;
  - 5. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgment that the candidate is guilty of any of the following:
  - 1. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - 2. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or 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, drawn up by

- the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in the applicable law;
  - 3. conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
  - 4. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
  - 5. 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, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - 6. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the candidate has shown significant deficiencies in complying with main obligations in the performance of a contract, a grant agreement or a grant decision financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
  - (f) it has been established by a final judgment or final administrative decision that the candidate has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
  - (g) it has been established by a final judgement or final administrative decision that the candidate has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
  - (h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g);
  - (i) for the situations referred to in points (c) to (h) above, the candidate is subject to:
    - 1. facts established in the context of audits or investigations carried out by European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
    - 2. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
    - 3. facts referred to in decisions of persons or entities being entrusted with EU budget implementation tasks;
    - 4. information transmitted by Member States implementing Union funds;
    - 5. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or
    - 6. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body;
  - (j) any other situation applies among those foreseen by article 57 of the DIRECTIVE 2014/24/EU or by article 45 of the Legislative Decree No. 50/2016.

In light of the above, I ask Politecnico di Milano to consider the attached bid for the aforementioned Simplified call for tender.

Additionally, I acknowledge that in case of award, evidence will be asked to me/us for each of the above items.

Best regards,

Date and place

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Stamp and signature

.....

Annex C

**INTEGRITY PACT WITH ECONOMIC OPERATORS PARTICIPATING IN THE  
COMPETITION HELD BY THE POLITECNICO DI MILANO FOR EXECUTION OF  
WORK AND SUPPLY OF GOODS AND SERVICES**

This integrity pact must be signed and submitted with the proposal presented by each economic operator participating in any of the competition procedures announced by the Politecnico di Milano.

Failure to supply this document, duly signed by the proprietor or legal representative of the competing economic operator, shall result in exclusion from the competition under art. 1, paragraph 17, of Law no. 190 of November 6, 2012, "*Provisions for the prevention and repression of corruption and unlawfulness in public administration*".

**This document, therefore, constitutes an integral part of the economic operator's economic proposal and the contract that follows, if awarded.**

This integrity pact establishes a reciprocal, formal obligation on the part of the Politecnico di Milano and the economic operators participating in the competition procedures announced by the Politecnico di Milano to ensure that their conduct complies with the principles of loyalty, transparency and fairness, and are expressly committed to fight corruption and not to offer, accept or request sums of money or any other reward, advantage or benefit, either directly or indirectly through intermediaries, for the awarding of the contract and/or in order to alter its correct fulfilment.

The Politecnico di Milano personnel, partners and consultants involved in the competition proceedings or in the execution of the resulting contract in any way are aware of this integrity pact and agree completely with its spirit and with the sanctions that result from failure to comply with the provisions of same.

The Politecnico di Milano agrees with economic operators that it will publicly announced the most significant information on the procedure, including:

1. List of participants;
2. Economic proposals presented by admitted bidders (if the contract is awarded on the basis of the biggest discount offered) or ranking of the admitted proposals (if the contract is awarded on the basis of the most economically favourable proposal);
3. List of proposals rejected or economic operators excluded from the competition (notifying each economic operator of the reason);
4. Name of the party awarded the contract;
5. Reasons for awarding the contract, certifying compliance with the assessment criteria specified in the competition specifications.

In signing this Integrity Pact and submitting it with the documents required for the specific competition entered, each economic operator:

1. agrees to notify the Politecnico di Milano of any attempts at disturbance, irregularities or distortion of the competition and/or execution of the contracts by each interested party, employee or anyone else who may have an impact on decisions regarding the competition in question;
2. declares that the company he/she represents does not own and is not formally and/or substantially related to any other competition bidders and has not and will not come to an agreement with the other economic operators participating in the competition;

3. agrees to report, if requested by the Institute, all payments made in relation to the contract, if assigned following the selection procedure, including those made to intermediaries and consultants. Consultants' payments must not exceed the appropriate amount payable for legitimate services;
4. agrees to ensure compliance with minimum social and regulatory standards regarding respect for human rights and working conditions for employees;
5. agrees to comply with occupational health and safety regulations;
6. guarantees that his/her company does not practice any form of discrimination in employment and professional practice on the basis of race, colour, ethnic origin, gender, religion, political opinions, social extraction, age, disability, health, sexual orientation or trade union membership.

The party participating in the competition procedure acknowledges and accepts the sanctions, listed below, applicable in the event of failure to comply with the anti-corruption requirements of this Integrity Pact:

1. exclusion from the competition procedure in the event of failure to sign and deliver this pact along with the proposal presented in the competition procedure;
2. cancellation or loss of the contract;
3. collection of the security deposit;
4. collection of the final deposit guaranteeing proper execution of the contract, while reserving the right to claim compensation for greater damages;
5. liability for damage caused to the Politecnico di Milano of up to 10% of the value of the contract (unless covered by the final security deposit identified above), while reserving the right to claim compensation for greater damages;
6. exclusion of the bidder from competitions held by the Politecnico di Milano for a time period of no less than 5 years, determined by the Institute's Administration on the basis of the gravity of the events and the value of the contract;
7. reporting of events to the Supervisory Authority for Public Works Contracts and the competent authorities;
8. liability for damage caused to other competition bidders worth 1% of the value of the contract per bidder, unless greater damages can be demonstrated.

This integrity pact shall remain in effect until completion of execution of the contract awarded following the competition.

Any disputes regarding the interpretation and execution of this integrity pact between the Politecnico di Milano and bidders, or among bidders, shall be settled by the court with jurisdiction.

THE DIRECTOR GENERAL

Dott. Graziano Dragoni

Date and place

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Stamp and signature of the Company

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## Annex D General Conditions of Contract

### Payment Method

Invoicing will take place upon completion of the supply or of the service.

In addition to the "Unique Office Code" that must mandatorily be inserted in the "Recipient Code" part of the electronic invoice, please also indicate the following information in the invoice:

Information	Element of electronic invoice tracking
Unit Code Project (if indicated)	<UCPCode>
Identification Race Code	<IRCCode>
ORDER (if indicated): the ID_DG must be indicated which will be announced in the conclusion.	<GeneralData > <PurchaseOrderData>
CONTRACT (if indicated): in the case of reference to the contract, there must be indicated the protocol/repertoire number which will be announced in the conclusion	<General Data> <ContractData>
CREDIT NOTE (if indicated): the number of the invoice transmitted must be indicated	<GeneralData > <ConnectedDataInvoices>

The self-certification concerning the declaration of regularity of the insurance contribution payment certificate and the traceability of financial flows must be filled out and signed before invoicing.

The invoice will be rejected by the interchange system in the absence of receipt of such documentation.

Invoices will be paid within 30 days of receiving the invoice, once the services are verified by the person responsible for their execution.

### Traceability of Financial Flows

To ensure the traceability of financial flows aimed at preventing criminal infiltrations, the supplier accepts all responsibility for traceability of financial flows under Law 136/2010.

The supplier likewise agrees to provide, in response to the client's request, the documents required to permit the checks identified in paragraph 9 of Law 136/2010.

Without prejudice to any exceptions laid down in law, all financial flows relating to the supply must be recorded in a current account used for the purposes of the supply and must be made solely by bank transfer or other means set out in law 136/2010, or else the contract will be terminated.

### Regularity of Service - Checks

The supplier acknowledges that the client will be entitled to perform checks and inspections, even without advance notice and by sending incognito auditors, to ascertain due execution of the service or supply and precise compliance with all obligations.

The supplier agrees to supply the following documents promptly if asked to do so: i) documents certifying the compliance with environmental regulations of all machines, equipment and vehicles used in execution of the work; ii) safety data sheets for products used in execution of the work.

If defaulting occurs due to late or insufficient execution of the services or failure to comply with health and safety and/or environmental regulations, the client will send notice of this and apply the penalties indicated below, while reserving the right to claim compensation for any further damages and/or charge the amount of any fines paid by the Politecnico as a result of the supplier's defaulting.

### **Penalties**

In the event of an unjustified delay beyond the agreed delivery deadline, a penalty will be applied equal to 1 % of the total value of the corresponding Purchase Order (P.O.) for the services or supplies which are late for each day of delay.

If the services or supplies fail to comply with the requested specifications and/or the applicable standards, including health and safety and/or environmental regulations, the Politecnico will apply a penalty of between 1 % and 2.5% of the total value of the corresponding Purchase Order (P.O.).

Even if penalties are applied, the supplier shall still be obliged to complete the supply and execute the contract perfectly in accordance with standards of good workmanship and the specifications and features of the work awarded, and to replace any parts of the supply which may not meet expectations. If it is necessary to contact another supplier to complete or correct the services, the Politecnico shall reserve the right to charge the supplier for the additional cost borne.

Penalties will be charged in the form of an invoice issued by the Politecnico di Milano.

### **Contract termination**

The Politecnico di Milano, as the client, reserves the right to cancel the contract if the supplier should default on even one of the obligations specified in the contract, after ordering the supplier to comply under sections 1453 and 1454 of the Italian civil code, reserving the right to claim compensation for damages.

The client shall be entitled to cancel the contract under section 1456 of the Italian civil code if the total penalties accumulated exceed 10% of the cost of the entire supply, while reserving the right to claim compensation for damages.

### **Confidentiality**

The supplier agrees to keep all documents supplied by the Politecnico di Milano strictly confidential.

The supplier likewise agrees not to disclose or use - for any purposes other than fulfilment of the contract - any procedures, news, data, deeds, information or other items pertaining to the Politecnico di Milano and its know-how.

The Supplier undertakes to return to the Politecnico di Milano, no later than 10 days from completion of the services assigned thereto, all the deeds and documents provided thereto by the client and to destroy any other document or make it otherwise unusable.

Any infringements of the provisions of this paragraph by the Supplier will be sanctioned in accordance with the applicable laws in force.

### **Use of the Politecnico di Milano Name and Logo**

The Politecnico di Milano may not be mentioned for the purposes of advertising, promotions or commercial documents, and the Politecnico di Milano logo may not be used without authorisation from the Politecnico. Requests for authorisation may be sent to [comunicazione@polimi.it](mailto:comunicazione@polimi.it).

### **Anti-Corruption Rules**

At the time of digitally signing these conditions, the supplier declares what follows.

*1) Family Ties*

The Supplier declares that the owners of and partners in the company have no family, kinship, marriage or cohabitation ties with the Rector, Vice Rectors, delegated Campus Vice Rectors, General Director, Executives, Members of the Board of Governors, Department Heads, School Deans, shown at <http://www.polimi.it/ateneo/>, UMP of this procedure.

*2) Malfeasance Attempts*

The supplier undertakes to give prompt notice to the client and to the Prefecture of any malfeasance attempts against the entrepreneur, the company's bodies or executives.

This obligation is of the essence for the purpose of contract execution and its breach will cause express termination of the contract, in accordance with section 1456 of the Italian civil code, whenever a precautionary measure has been issued against public administration directors who have performed functions relating to the signing and performance of the contract or whenever they have been committed for trial on the offence regulated by section 317 of the penal code.

*3) Awareness of the Code of Conduct for Public Sector Employees of the Politecnico di Milano and the University's Corruption Prevention Plan*

The supplier declares it is aware of the Code of Conduct for Public Sector Employees of the Politecnico di Milano and the University's Corruption Prevention Plan, which can be found at: <http://www.polimi.it/menu-di-servizio/policy/amministrazione-trasparente/altri-contenuti/>  
The Supplier is required to comply with and distribute the Code of Conduct for Public Sector Employees of the Politecnico di Milano within its organisation for the entire duration of the tender procedure and of the contract.

Without prejudice to any other effects, non-compliance with the provisions of and/or infringement of the obligations deriving from the Code of Conduct for Public Sector Employees referred to in art. 54 of Leg. Decree 165/2001 or the Code of Conduct for Employees of the Politecnico di Milano causes termination of this contract under section 1456 of the Italian civil code.

*4) Former Employees*

The Supplier declares it has not entered into employment or self-employment contracts and/or has not assigned services to the University's former employees who enforced authoritative or contracting powers on behalf of the University for the three-year period following termination of their employment, and shall not enter into such contracts over the next three years.

**PERSONNEL**

The supplier shall have the service provided by the supplier's own personnel, duly hired or regulated by a contract, with appropriate training and experience, and working exclusively under the Supplier's responsibility and control.

If the Supplier's personnel need to access Politecnico premises, they must be provided with appropriate identification badges indicating identifying information, the employee identification number and the employer's name. Personnel must be trained in compliance with the general rules governing access to and performance of work on Politecnico premises.

**DATA PROCESSING**

The Politecnico di Milano processes the data provided by the supplier in accordance with the provisions of the Leg. Decree of 30 June 2003 n. 196 and the corresponding technical policies, and

solely for purposes connected with the procedure and the possible signing and management of the contract.

The Data Controller is the Politecnico di Milano - Head Office and the Data Processor is the Public Ordering Entity.

The supplier undertakes to treat all personal data communicated or collected as part of the supply, including sensitive ones, in accordance with Decree 196/2003 and subsequent amendments, in particular the application of Annex B Technical Regulations regarding minimum security measures.

The supplier is responsible for the processing of personal data and sensitive personal data transmitted or collected during provision of the service.

The storage of personal or sensitive data beyond the expiry of this writing must be made by the supplier according to the existing legislation.

Any violations committed by the supplier on the provisions of this paragraph will be sanctioned under the existing legislation.

#### **APPLICABLE LAW AND JURISDICTION**

This contract is regulated by the laws of Italy.

Any disputes regarding the interpretation, execution or other aspects of this contract shall fall under the exclusive jurisdiction of the Court of Milan.

The undersigned company \_\_\_\_\_ tax code \_\_\_\_\_  
VAT number \_\_\_\_\_ represented by its legal representative  
\_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_  
and residing in \_\_\_\_\_

**HEREBY DECLARES express acceptance of the General Conditions of Contract appearing above.**

\_\_\_\_\_, date \_\_\_\_\_

STAMP AND SIGNATURE

\_\_\_\_\_