



ROBERT SCHUMAN CENTRE FOR ADVANCED STUDIES

**Open Call for tender for Dedicated International Expertise Towards
the Development and Dissemination of Knowledge Related to the
Energy Sector in India**

Ref: ***OP/EUI/RSCAS/2021/001***

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CHAPTER I – GENERAL CONDITIONS

1. Presentation of the European University Institute (EUI)

The European University Institute (EUI) is a postgraduate and post-doctoral research Institute in the field of social sciences, established by a Convention dated 19 April 1972, ratified by the Member States of the European Union, with the aim of providing advanced academic training for doctoral researchers and of promoting research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at <http://www.eui.eu>.

2. Definitions

“Tenderer” refers to the economic operator that submits a tender.

“Tender” is the offer submitted by the Tenderers.

“Contractor” refers to the successful tenderer awarded with the contract.

“Contracting Authority”, “EUI” and “Institute” mean the European University Institute, which entrusts the services which are the object of these Tender Specifications to the Contractor.

“RSCAS” refers to the Robert Schuman Centre for Advanced Studies of the EUI.

“FSR” ” refers to the Florence School of Regulation at the RSCAS of the EUI.

“TS” refers to Annex I - Tender Specifications.

3. Subject of the Tender

The purpose of this Call for Tenders is to award a direct service contract for delivering dedicated international expertise towards the development and dissemination of knowledge related to the energy sector in India, in support of, and in close collaboration with the Florence School of Regulation.

The purpose of these TS is to provide instructions and guidance to potential tenderers about the nature of the tender they shall submit and to explain clearly the services which the Contractor will have to provide during contract implementation, including the minimum requirements with which they will need to comply.

4. Contract information

Type of contract	The Contract (C) will be complemented by Annex I-Tender Specifications, the Letter of Invitation and other annexes presented in the tender by the Contractor including all the tender documents.
Duration	12 months from the signature of the contract, renewable without exceeding a maximum duration of seven (7) years, upon positive opinion of the Executive Committee (see art.6 below).
Budget information	The financial turnover foreseen for the services under the present Contract over a seven-year period is approximately € 805.000,00 (eight hundred five thousand/00), excluding VAT, based on annual estimation of €115.000,00 (one hundred fifteen thousand/00), excluding VAT. Estimation net of any tax charges. The above-mentioned amount is not guaranteed. The above-mentioned estimated amount for expertise takes into account the average costs incurred by the EUI for similar experts in the years 2014-2020. Any expenses and/or costs not stated in the tender will not be recognised.

CHAPTER II – DESCRIPTION OF THE SERVICE

5. Service description

FSR Global is an initiative of the FSR, which is a school within the EUI's RSCAS. Building on the FSR's legacy in Europe, it will facilitate the development and delivery of effective energy policy and regulation in the regions of Asia, Africa, Latin America and Caribbean. FSR Global undertakes activities in all three of the FSR's key pillars at the international level that is in **Policy Dialogues, Research and Training**.

More specifically, these include:

- **Policy Dialogues** - FSR Global facilitates transcontinental knowledge exchange on the most topical regulatory and policy issues. These events bring together key multi-stakeholders to discuss our latest research outputs and relevant practices, enabling lively and open discussions while fostering practice oriented outputs;
- **Research** - FSR Global is committed to delivering far-sighted and innovative insights into the most relevant energy regulatory issues in Asia, Africa, Latin America and Caribbean;
- **Training** - FSR Global offers online, tailor-made, residential and blended training courses to meet the needs of energy professionals at all levels. The courses are supported by an International Faculty of leading academics and practitioners, and it benefits from the contribution and advice of +300 global experts in the sector.

Given the FSR's strategic ambition to expand its portfolio of activities in these areas on a global scale with a more structured and integrated approach, it recognises the need to have enhanced expertise and physical presence beyond Europe. At this stage in its development, FSR Global has a significant

level of interaction with India, Indian energy regulators and the Indian energy community. India has therefore been selected as the first destination for FSR Global's expansion. Furthermore, given its location, it has easier access to other parts of the world, predominantly Asia, facilitating collaborations further from the content side and in practical terms for travel and time-difference reasons.

The Contractor will perform the activities and tasks outlined by the FSR. These activities will be monitored on a regularly basis by both a Management Board and an Executive Committee:

- **Management Board** – the composition of this board will be made of members of the EUI/FSR and the Contractor. Their primary task will be to monitor the correct execution of tasks and use of funds in line with the service agreement and the decisions of the Executive Committee. More specifically, they will check that the Contractor respects, amongst other things, local laws (e.g. regarding labour, security, money-laundering, etc.)
- **Executive Committee** – the composition of this committee will be made of academic experts and the leadership of the EUI/FSR. On a yearly basis, the primary task of the committee will be to set the strategic direction for the Contractor, as well as approve and evaluate performed activities and scientific outputs. The committee will include the following EUI/FSR experts: Jean-Michel Glachant, Ignacio Perez Arriaga, Leonardo Meeus, Pippo Ranci, Carlos Batlle, Ilaria Conti and Alberto Pototschnig.

Within this context, the Contractor shall:

- build a network of multiple stakeholders in the policy and regulatory domain in India;
- involve Indian stakeholders in the international network of the EUI/FSR in the policy and regulatory domain;
- work to an annual plan designed by the EUI/FSR, and approved by the Executive Committee established for the purposes of the present contract, focusing on India and the region;
- undertake at least one dedicated research project per year on frontier regulatory aspects in the energy sector;
- conduct at least two multiple stakeholder policy dialogues per year to disseminate and share regulatory best practices;
- assist and develop learning modules for existing and new EUI/FSR training courses (residential as well as online) on energy regulation topics related to emerging and developing countries;
- attend events on behalf of the FSR, when requested and specifically authorised by the director of FSR, with the objective of establishing research proposals focusing on India;
- apply for funding in India for research projects, that can contribute to the joint activities;
- participate in other activities in Florence or elsewhere, when invited by the director of the EUI/FSR, and where there is clear relevance;

- work exclusively with the EUI/FSR – not to engage in any similar activities with other entities for the duration of the contract unless previously authorised by the Management Board and/or Executive Committee;
- provide quarterly progress reports to the Management Board (acceptance of reports is linked to the release of subsequent payments as in Chapter IV).

Based on the activities listed above and in case of additional income/funding generated by the Contractor on those activities, the Contractor shall cover costs (such as expert fees or logistical expenses) of EUI/FSR experts participating in these activities, as agreed with the Management Board on a case to case basis.

At least two dedicated staff members should be allocated to the implementation of the contract and should work under the joint supervision of the EUI/FSR and the contractor. The following profiles are required:

- a. At least one Senior Officer/Expert with professional and/or academic experience of a minimum of five (5) years obtained after the master degree in a field related to energy (an additional background/degree in management or public administration will be considered an advantage). In addition, the expert shall:
 - have experience in managing international teams;
 - be fluent in English language and at least one local language;
 - have publications on relevant issues in the specialised and/or academic press carried out in the past five years. Tenderers must submit a list of publications and can submit further documents that they deem of use in assessing their tender;
 - have knowledge and experience of both European and Indian energy market and policies, with an international background in multi-stakeholder experiences within the energy sector (list of projects managed);
 - have experience in the development of research projects, policy events and training (both residential and online) on energy policy and regulation including topics such as energy access, energy innovation, etc. (list of projects, events and trainings);
- b. One Junior Officer as administrative staff to help manage projects and personnel, including accounting and human resource activities. He/she shall:
 - be qualified with a minimum bachelor's degree in commerce or equivalent;
 - be familiar with Indian laws, taxes, statutory obligations and procedures;
 - be fluent in English language and, at least, one local language.

The Contractor shall have at its disposal the infrastructure for carrying out the work, including but not limited to office space, telecommunications equipment and computing equipment. The Contractor shall bear all costs related to the office space (renting, utilities, insurance, etc.) and shall provide part-time secretarial support which should be included in the financial offer.

CHAPTER III – PRESENTATION AND EVALUATION OF TENDERS

6. Exclusion criteria

Tenderers must not be in one of the exclusion situations listed below:

- a. Are Bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. Have been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;
- c. Are not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the Institute;
- d. Have been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e. Have been in serious breach of a contract financed by the Institute or have been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f. Are subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16th May 2018)).

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- g. Are subject to a conflict of interest;
- h. Are guilty of misrepresentation in supplying the information required by the Institute as a condition of participation in the contract procedure or fail to supply this information.

Evidence requested:

Tenderers must certify that they are not in one of the exclusion situations by providing in the tender a signed and dated Declaration on Honour available in Annex D. In case of a consortium submitting an offer, or in case of subcontracting, such declaration on honour should be included in the offer for each member of the consortium and for each identified subcontractor.

In addition, the Contractor shall provide, within 15 days following notification of award and preceding the signature of the Contract, the following documentary proofs to confirm the declaration referred to above:

- For points a, b, d and e: a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- For the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative

EUI reserves the right to verify the information and to request further supporting evidence prior to the signature of the Contract.

7. Selection criteria

General requirements

The tenderer must have the following minimum requirements in order to perform the Contract:

1. to be a recognised legal entity and registered in the Chamber of Commerce Register of Companies (in case of the undertaking company having their head office abroad, subscription with one of the Professional or Trade Registries from the State of residence), with the object of the company being in accordance or otherwise consistent with the tender object;
2. criminal record certificate for each expert proposed for the services;

3. compliance with obligations relating to the payment of social security contributions for workers, according to the local legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
4. compliance with the labour regulations applicable to people with disabilities;
5. to be in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement;
6. to undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions, in compliance with existing legislation;
7. declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the offer submitted with its tender; and that this offer is profitable, and that the Company undertakes to hold said offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its tender;
8. compliance with applicable health and safety laws and regulations;
9. compliance with applicable environmental laws and regulations.

Technical and professional requirements:

The tenderer must have the following economic and financial capacity to perform the Contract:

10. the legal entity should be eligible to work and receive public research funding from the Indian funding organisations/entities and preferably registered as a section 8 non-profit company;
11. tenderers shall be able to provide at least 2 full-time staff members involved to undertake and organise the tasks listed in article 5 above. Tenderers must submit a curriculum vitae for each proposed expert/officer in the Europass format.
12. tenderers shall have the necessary infrastructure at their disposal in order to carry out the work, including but not limited to office space, telecommunications equipment and computing equipment.

The tenderer may not rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities.

Economic and financial capacity

The tenderer must have the following economic and financial capacity to perform the Contract:

13. to be in a stable financial position (financial viability) → Possession of two (2) bank references issued by major banks or authorised dated after the invitation to the present Letter of Invitation, in which it is shown that the company has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services

forming the object of the tender. The EUI may accept only one bank reference if duly justified by the tenderer.

To be submitted in the tender (synthetic summary please refer to the above details):

- General requirements:
 - Certificate of the Chamber of Commerce Register of Companies
 - Criminal records certificate(s)
 - Declaration as point 7
- Technical and professional requirements:
 - CV(s) of the proposed profiles (point 11)
 - Synthetic description of the tenderer and of the available infrastructure at the disposal for the implementation of the contract (point12)
- Economic and financial capacity:
 - Bank references

8. Award criteria

Only the tenderers meeting the requirements of the exclusion and selection criteria will have their tenders evaluated in terms of quality and price.

The Contract shall be awarded on the basis of the “**most economically advantageous tender**”.

Under this criterion, the tenders shall be evaluated according to the best quality/price ratio by the competent evaluation committee, which will assign a score to each offer to a maximum of 100, apportioned based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	80/100
Financial evaluation	20/100

The total score of the offer shall be the sum of the technical and financial score obtained:

$$\text{Offer P} = \text{technical evaluation P} + \text{financial evaluation P}$$

The tenderer obtaining the highest overall score shall result as the successful tenderer.

The services provided must comply with the requirements as described in the present TS along with its Annexes, Draft of Contract, Letter of invitation and Contractor’s tender, if improvements.

The Institute reserves the right to random check the fees applied.

A - Allocation of points for service methodology, techniques and quality

Each parameter will be assigned a certain weight, with the maximum amount being equal to 80, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table IV), will determine the score attributed to each tender, as indicated in the following Table III.

- **A1 Understanding of the services and general approach to the work to be performed**

The tenderer must describe in their offer their understanding of the services to be provided and the work to be performed in order to achieve this. They must detail how they intend to address each of the tasks defined in these specifications. The tenderer should also provide an assessment of any difficulties foreseen that might impede the achievement of the expected results and the mitigation measures that would be adopted to address identified risks, providing specific examples to develop efficient and appropriate solutions. The risks assessed should in particular address the ongoing COVID-19 pandemic and corresponding restrictions.

- **A2 Quality of the proposed expertise, methodology and tools**

The tenderer must describe in their offer the profiles, methods and tools to be used in the contract, notably for mapping and managing stakeholders, conducting research projects, and providing training. This should be done with the view to achieve all the objectives and to realise the tasks.

- **A3 Organisation and day-to-day management of the work, quality control**

The tenderer should explain how the roles and responsibilities of the team are distributed, considering expertise and competences. In case of involvement of different entities in the realisation of the work (joint tenders and/or such as subcontractors), the distribution of tasks between them. The tenderer must provide details of the allocation of time and human resources to the project and to each task or deliverable and the rationale behind the choice of this allocation. In addition, tenderers must provide a quality plan specifying how they intend to control and ensure high-quality and effective delivery of the services and works to execute the contract, as well as how they intend to fulfil their reporting requirements vis-à-vis the Management Board and the Executive Committee.

Table II – Technical scores		
	DESCRIPTION	Maximum score
A1	Understanding of the services and general approach to the work to be performed, including, but not limited to, how tasks will be addressed (10 points), difficulties foreseen and analysis of potential risks (5 points).	15
A2	Proposed expertise, methodology and tools, regarding stakeholder management (10 points), conducting research projects (10 points), and providing training (20 points)	40
A3	Approach proposed for the management of the work, quality control, including, but not limited to, roles and management structure, allocation of time and resource (15 points), and planning for quality assurance (10 points).	25
Total		80

The minimum score for technical award criteria is 48/80, with at least 50% of the maximum score to be achieved in each category. Tenderers who fail to achieve this minimum score shall not proceed to the phase of opening and evaluation of the economic offer.

In the case of award, the entire technical offer and all provisions within the TS shall form part of the Contract.

It should be noted that the coefficients of quality will be assigned according to Table III:

TABLE III		
EVALUATION	EVALUATION	COEFFICIENT
GREAT	Well-structured project that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the Institute.	1.00
GOOD	Suitable project that develops the topic with no particular insights.	0.75
SUFFICIENT	Acceptable design but poorly structured with limited application to the provisions of the TS	0.50
LOW	Mediocre project that is under-developed.	0.25
INSUFFICIENT	Insufficient project that is generic and inadequate.	0.00

B - Allocation of points based on price

The maximum financial score is 20 points.

The other tenderers shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each tenderer.

$$P = (\text{maximum score}) \times \frac{\text{Minimum Price}}{\text{Price offered}}$$

P = points assigned to the financial offer.

Deemed ineligible and therefore to be excluded from the proceeding, shall be the offers in which the cost of labour is considered abnormally low.

Please provide your proposal using the attached annex B-Economic offer.

Table IV – Economic scores		
	DESCRIPTION	Maximum score
B1	Senior officer/expert	6
B2	Junior officer	6
B3	Additional staff members (if applicable)	1
B4	Logistic costs	6
B5	Additional costs – please specify (if applicable)	1
Total		20

9. Award requirements

The Successful tenderer, on the date set by the Institute for the purposes of final award, will have to present:

1. insurance adequate to cover all risks associated with the contractual activities;
2. a copy of original compliance certifications demonstrating all requirements stated in the TS, including a copy of the criminal record of the legal representative of the Contractor;
3. in the case of a TGC and/or consortium, provide the TGC/consortium act and the special collective mandate with representation conferred to one party of the TGC/consortium who acts as proxy.

In the event that the Successful tenderer does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the tender, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering process, the Institute reserves the right to declare a compliance failure and to award the tender to the following tenderer in the list or to launch a new call for tender, which in either case shall result in the forfeited tenderer having to bear any addition costs incurred by the Institute. In these circumstances, in respect to the failing tenderer, a temporary deposit will be forfeited, whilst proceedings for the application of any additional penalties provided by law may be pursued.

In case of a positive result from the above verification activities, the award shall be in favour of the successful tenderer who will be then formally invited to sign the Contract.

The Institute reserves the right to proceed to request clarification and/or completion of product documentation.

The execution of the service may start only after the Contract has been signed.

CHAPTER IV - DEFAULTS AND PENALTIES

10. Sanctions and penalty mechanisms

The Contractor has the obligation to perform each task according to the timeframes and means provided for within these tender specifications.

At any time, the Institute may undertake checks and controls on the exact delivery of the services required. The Institute will also use the quarterly reporting to the Management Board as moment to decide if the services are being delivered as contracted. If the decision is negative, the Institute reserves the right to withhold the contractor's subsequent payments until the issue is rectified and approved by the Management Board.

Unless otherwise provided for by legislation, the Institute reserves the right to apply penalties to the Contractor, in case of breach of the requirements of these TS and/or the improvements offered by the Contractor.

CHAPTER V - ADMINISTRATIVE INFORMATION

11. Administrative information

All the information and conditions included in Annex I-Tender Specifications, the Letter of Invitation, the Declaration on honour, all the other Annexes and supporting documents and all the documentation related to the "most economically advantageous tender" shall be binding for the Contractor and form an integral part of the final Contract.

12. Subcontracting and outsourcing contract

Subcontracting is allowed in accordance with the provisions of art. II.7 of the Draft Service Contract provided by the Institute and specified in the tender documents.

In particular, the request for subcontracting must be specified in the offer submitted by the Tenderer, accompanied by a clear indication of the activities that will be subcontracted and must necessarily satisfy the requirements of the current contract and any applicable regulations.

The Contractor shall not subcontract without prior written authorisation from the Contracting Authority nor cause the contract to be de facto performed by third parties.

The Contractor shall not assign the rights, including claims for payments and obligations arising from the Contract without prior written authorisation from The Institute (please refer to article II.9 of the draft Contract).

CHAPTER VI - FINAL PROVISIONS

13. General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.19/2018 on Public Procurement, all of which are available on the EUI's website: <https://www.eui.eu/About/Tenders>.

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Contractor, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Contract provided by the Institute and included in the tender documents.

14. Contract Management

For the Institute, the manager of this Contract is the Director of the RSCAS of the EUI.

The manager is responsible for the dealings and communications with the Contractor concerning all aspects of the execution of the contracted activities and shall supervise the observance of contractual obligations by adopting coercive measures and applying penalties where required.

15. EUI's referent person

In order to ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Contractor, the Director of the RSCAS of the EUI shall appoint a member of his staff as referent person for the contract. Among other tasks, the referent person shall:

- act as contact person for all operational and practical exchanges with the Contractor;
- follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
- propose to the Director of the RSCAS of the EUI the application of penalties and, if necessary, the termination of the contract.

16. Indicative procedure timetable

Table V – Calendar (see invitation letter)	
Action	Dates
Launch date	30 March 2021
Deadline for sending requests for clarifications	23 April 2021
Submission of tenders	30 April 2021
Evaluation of tenders	May/June 2021
Notification of results	May/June 2021
Contract signature	June 2021

17. Final provisions and Annexes

The tender documents are composed of the Draft Contract provided by the Institute, the Annex I - Tender Specifications and the Contractor's tender – Annex II including the following annexes:

List of Annexes:

- Annex II.A – Technical offer
- Annex II.B – Economic offer
- Annex II.C - Self-declaration
- Annex II.D – Declaration on honor

Signature of the Legal Representative

Stamp