



REAL ESTATE AND FACILITIES SERVICE

**OP/EUI/REFS/2022/001**

Special Tender Specification for the supply of electricity and  
natural gas to the premises of the  
European University Institute

---

**YEAR 2022**

## Summary

CHAPTER I – GENERAL CONDITIONS .....	4
1. Presentation of the European University Institute.....	4
2. General definitions .....	4
3. Subject of the contract .....	4
4. Duration.....	4
5. Presumed amount of the contract .....	4
6. Method of payment.....	5
CHAPTER II – DESCRIPTION OF THE SUPPLY .....	5
7. Definitions inherent to the supply.....	5
➤ Lot 1 – Electricity supply.....	5
➤ Lot 2 – Natural gas supply .....	5
8. Object of the supply .....	5
➤ Lot 1 – Electricity supply.....	5
➤ Lot 2 – Natural gas supply .....	6
9. Presumed amount of the supply .....	6
➤ Lot 1 - Electricity supply.....	6
➤ Lot 2 - Natural gas supply .....	6
10. Conditions of supply .....	6
CHAPTER III – CONTRACTOR’S OBLIGATIONS.....	7
11. Contractor’s charges and obligations .....	7
11.1. <i>Takeover</i> .....	7
11.2. <i>Appointment of service manager</i> .....	7
The Contractor agrees to appoint a Service Manager upon takeover of the utilities.....	7
12. Supply points .....	7
13. Grid access and use .....	8
14. Transport costs .....	8
CHAPTER IV – EVALUATION OF THE TENDERS AND AWARDING OF THE CONTRACT .....	8
15. Grounds for exclusion.....	8
16. Selection criteria .....	9
17. Award criteria .....	10

*Signature of the legal representative for acceptance*

2/14

.....

18. Documentation required for the purposes of the award.....	13
CHAPTER IV – FINAL PROVISIONS.....	13
19. General information .....	13
20. Project Manager .....	13
21. Contract contacts.....	13
22. Final provisions and appendices.....	14

*Signature of the legal representative for acceptance*

3/14

.....

## CHAPTER I – GENERAL CONDITIONS

### 1. Presentation of the European University Institute

The European University Institute (EUI) provides a unique post-graduate and post-doctoral education in the field of social sciences, founded with the Convention of 19/04/1972 ratified by the Member States of the European Community to provide advanced academic training for doctoral researchers and promote research at the highest levels. The Establishment Convention includes the “Protocol on privileges and immunities”.

The EUI community has approximately 1300 members. With the Researchers, teaching staff and other staff are mainly, but not exclusively, selected among citizens of the Member States.

The registered office is at La Badia Fiesolana in Via dei Roccettini in San Domenico-Fiesole (FI-IT).

For further information, please visit the Institute’s website: [www.eui.eu](http://www.eui.eu).

### 2. General definitions

“Company”, “Contractor”, “Supplier” and “Successful Bidder” mean the company that has been awarded the supply contract in question, subject to this Special Tender Specification (CSA); “Competitor”, “Candidate” and “Bidder” means every firm that presents a bid.

“Contracting authority”, “Institute”, “Procuring authority”, “Client” mean the European University Institute (EUI) that entrusts the Enterprise with the supply that is the subject of this Special Tender Specification (CSA).

“AEEG” means the Electricity and Gas Authority as per Law n. 481 of 14 November 1995.

“Distributor” means the administrator of the electricity grid to which the Supply points are connected.

### 3. Subject of the contract

The Institute issues this open call for tenders to conclude with the enterprise/s awarded the contract one or more contracts whose purpose is to supply electricity and natural gas for the European University Institute premises.

This call to tender has been divided into two Lots:

- **Lot 1: Electricity supply**
- **Lot 2: Natural gas supply**

Each candidate may present a tender for one or both of the lots. Every tender must comply with the particular requirements of this Special Tender Specification (CSA) for each lot.

### 4. Duration

The duration of the Supply Contract is established as 1 (one) year renewable up to 2 (two) times for a period of 1 (one) year each, from the date of signature by the parties.

At the expiry date of the contract it will not be necessary for the parties to give written notice of termination, since the expiration is to be understood as mandatory and without the possibility of tacit renewal.

### 5. Presumed amount of the contract

The estimated total value of the entire supply is approx. **€ 3,379,800.00** (three million three hundred seventy nine hundred eight thousand/00) excluding VAT, of which:

- Lot 1: Supply of electricity for a presumed three-year value of approx. **€ 2,659,800.00** (two million six hundred fifty-nine thousand eight hundred/00) excl. VAT.
- Lot 2: Supply of natural gas for a presumed three-year value of approx. **€ 720.000,00** (seven hundred and twenty thousand/00) excl. VAT.

*Signature of the legal representative for acceptance*

4/14

.....

The amounts indicated above were calculated on the basis of the annual average of electricity and natural gas consumption recorded over the three years 2019/2021, net of excise duties.

This estimate is to be considered purely indicative and valid only for determining the overall presumed value of the supply and does not oblige the Client to reach the same value. For this reason, the Company may claim nothing but payment of the supply provided under the agreed conditions.

## 6. Method of payment

The Institute will pay for the supply within 60 (sixty) days of receipt of the invoice, in compliance with the provisions indicated in articles I.4 and II.15 of the draft contract (Appendix F).

# CHAPTER II – DESCRIPTION OF THE SUPPLY

## 7. Definitions inherent to the supply

### ➤ Lot 1 – Electricity supply

**POD:** Point of Delivery.

**NIS:** Service Identification Number (outlet number).

**Delivery point:** This is the physical point in a grid to which third parties must connect, where a consumption unit withdraws electricity. As defined in Art. 1 of Appendix A on the AEEG Resolution No. 116/06 and subsequent amendments thereto and identified, as per Art. 37 of Appendix A of AEEG Resolution No. 348/07 and subsequent amendments thereto and as per Art. 37 of Appendix A of AEEG Resolution No. 116/06 and subsequent amendments and additions thereto, uniquely identified by a POD code and a/or by a NIS.

**TI (Integrated Text):** Appendix A of the Electricity and Gas Authority Resolution No. 05/04 and subsequent amendments and additions thereto.

**TIT (Integrated Text on electricity transmission, distribution and measurement:** Appendix A of AEEG Resolution No. 347/07 and subsequent amendments and additions thereto.

**CIP6 Rights** are those as per Art. 3, para 12 of Legislative Decree No. 79/99.

### ➤ Lot 2 – Natural gas supply

**RE.MI. Station:** Regulation and measurement station;

**PDR code:** Point of Delivery;

**NIS:** Service Identification Number (outlet number).

**Delivery point:** This is the physical point in a grid to which third parties must connect, where natural gas is withdrawn by a consumption unit uniquely identified by a PDR code and by RE.MI.

## 8. Object of the supply

### ➤ Lot 1 – Electricity supply

This Specification regulates the contract for the supply of electricity to the utilities belonging to the European University Institute, as listed in Appendix A – Lot 1. The quantity of electricity supplied by the Contractor must be such as to fulfil the Procurer's requirements as regards the supply points as per Appendix A – Lot 1, regardless of the overall amount indicated in the above appendix in the column "presumed kWh consumption.

*Signature of the legal representative for acceptance*

5/14

.....

The Procurer reserves the faculty of extending the contract to new installations that may become part of its property. For the new utilities, the same accounting will apply as for the current Specification.

The Successful Bidder must guarantee, with regard to the supply in question:

1. transfers and/or new connections, if the Contracting Authority requests it;
2. power variations of the utilities included in the contract;
3. to relocate meters;
4. to close supply points after notification by the Contracting Authority.

The Successful Bidder must also guarantee the technical, administrative and tariff assistance necessary to solve any problem inherent to free market energy management.

### ➤ **Lot 2 – Natural gas supply**

This Specification regulates the contract for the supply of natural gas to the utilities belonging to the European University Institute, as listed in Appendix A – Lot 2. The quantity of gas supplied by the Contractor must be such as to fulfil the Procurer's requirements as regards the supply points as per Annex A – Lot 2, regardless of the overall quantity indicated in the above appendix in the column "presumed m3 consumption".

The Procurer reserves the faculty of extending the contract to new installations that may become part of its property. For the new utilities, the same accounting will apply as for the current Specification.

The Successful Bidder must guarantee, as regards the supply in question:

1. new connections, if the Contracting authority requests it;
2. to relocate meters;
3. to close supply points after notification by the Contracting authority.

The Successful Bidder must guarantee the technical, administrative and tariff assistance necessary to solve any problem inherent to free market energy management.

## **9. Presumed amount of the supply**

### ➤ **Lot 1 - Electricity supply**

The estimated annual amount of the supply, calculated on the basis of the average consumption over the three years 2019/2021, is approximately 3,410,000 kWh for the low and medium-voltage utilities, as specified in Annex A – Lot 1 in this Tender Specification.

### ➤ **Lot 2 - Natural gas supply**

The estimated annual amount of the supply, calculated on the basis of the average consumption over the three years 2019/2021, is approximately 300,000 m<sup>3</sup> for the users listed in Annex A – Lot 2 in this Tender Specification.

Both of the above values are to be considered as only indicative. The total presumed quantity, both for Lot 1 and for Lot 2, does not commit the Procuring authority in any way, the same being able, as regards the consumption trends, to undergo an increase or a decrease, also as regards new utilities or the disposal of utilities currently in use. In the case of failure to reach the above values, no payment will be owed by way of compensation to the Contractor. All the costs relative to the activation of the supply service will also be borne by the Supplier.

## **10. Conditions of supply**

The Supplier undertakes to fulfil the Procuring authority's entire energy requirements for the whole duration of the supply contract. If after signing the contract, this requirement cannot fully or partially be fulfilled, for

*Signature of the legal representative for acceptance*

6/14

.....

causes due in any way to the Supplier, the latter undertakes to pay to the Procuring authority any surcharges paid until the natural expiry of the contract, without prejudice to the right of the Procuring authority to compensation for any further damage.

In relation to Lot 1, considering that the technical aspects of energy delivery (e.g. voltage, power and frequency, waveform, continuity of service and micro-interruptions, etc.) are the responsibility of the local Grid Manager, the Supplier undertakes free of charge to guarantee assistance and advice to protect the interests of the Contracting authority towards the local Grid Manager, if the technical quality level of the energy delivered were to be considered insufficient.

## **CHAPTER III – CONTRACTOR’S OBLIGATIONS**

### **11. Contractor’s charges and obligations**

#### **11.1. Takeover**

The Contractor assumes responsibility for the direct management of all contact with the distributor, as per current regulations, on behalf of the European University Institute (EUI). The Supplier assumes responsibility for negotiating the best conditions of service and guarantees the fulfilment of the obligations to the EUI undertaken in this supply contract as regards service availability, continuity and quality.

Furthermore, the Supplier undertakes to undersign and administer all contracts required for the purposes of transmission, dispatch, distribution and measurement on behalf of the Institute.

#### **11.2. Appointment of service manager**

The Contractor agrees to appoint a Service Manager upon takeover of the utilities.

The Service Manager will be the contact person for the Contracting Authority and is therefore authorised to represent the Supplier for all legal purposes.

The Service Manager is also tasked with ensuring the normal delivery of the Service to all supply points.

In particular, the Supplier must notify the Contracting Authority in writing of the following:

- the name and telephone number of the Service Manager;
- address and email address to which communications should be sent;
- modules relating to the provision of services as provided for under AEEG Resolution No. 333/07 and any subsequent amendments and additions thereto (power increase, new users, meter relocation etc.).

For its part, the Procurer will provide details of one or more people to act as contact points for the Procurer’s Service Manager.

### **12. Supply points**

The list of supply points and their characteristics, as set out in Appendix A – Lot 1 and Appendix A – Lot 2, represents the initial state of the Procurer’s electricity and gas supply structure which, over the duration of the Contract, may be susceptible to alterations in relation to the Contracting Authority’s demands due to the addition of further supply points, closure and/or modification to the characteristics of the supply points as set out in Appendix A – Lot 1 and Appendix A – Lot 2. The Supplier undertakes to accept any such alterations to the supply points (addition, reduction and modification), as set out in Appendix A – Lot 1 and Appendix A – Lot 2, needed to respond to the Procurer’s requirements, and that this does not constitute a reason for the application of additional compensation or indemnity over and above that laid out in this Specification.

*Signature of the legal representative for acceptance*

7/14

.....

The alterations (addition, reduction and modification) to the list and characteristics of supply points as set out in Appendix A – Lot 1 and Appendix A – Lot 2 will be carried out by the Contractor on written instruction from the Contracting Authority, subject to one month's notice; in the case of additional supply points, these alterations will become effective one calendar month after receipt of notification by the Supplier; excepting any variations to the current rules governing a change of Supplier. These notifications constitute a formal updating of the list and characteristics of the supply points as set out in Appendix A – Lot 1 and Appendix A – Lot 2.

With regard to Lot 1, should the Procurer request any service provided for under Resolution No. 33/07 or any modifications thereto, for which the relevant distributor is responsible (ENEL DISTRIBUZIONE), the Supplier agrees to respect the timeframes for transmission and receipt of documentation as set out in the above resolution.

### 13. Grid access and use

Access to and use of the national transmission network, and of the distribution grids, are regulated by the resolutions issued by the competent Authorities.

### 14. Transport costs

With regard to Lot 1, costs relating to transport, loss and potential costs relating to rephasing, dispatching, system components (A, UC, MCT, etc., for example) and taxes relating to free market utilities incumbent upon the Contracting Authority as provided for under the AEEG, are prepaid by the Supplier and detailed – without the addition of surcharges – on the relevant invoices. Under the terms of this Specification, the Contracting Authority authorises and mandates the Supplier to take out Contracts relating to:

- transport with the territorially competent distribution company;
- dispatch to supply points.

The Supplier undertakes to underwrite the requisite Contracts with Grid Operators and with the territorially competent distribution company.

## CHAPTER IV – EVALUATION OF THE TENDERS AND AWARDING OF THE CONTRACT

### 15. Grounds for exclusion

Bidders are excluded from taking part in this tendering process if:

- a) they are bankrupt, their business is being wound up, in receivership, in composition with creditors or any other analogous situation arising from a similar procedure provided for under national legislation or regulations and are not the subject of proceedings concerning those matters.
- b) they have been convicted by a judgement that has the force of *res judicata* of an offence relating to professional conduct;
- c) they have failed to fulfil all obligations relating to tax and social security contributions or to the payment of duties and taxes according to the legislation of the country in which the company is resident for tax purposes, according to a judgement that has the force of *res judicata* or legally binding administrative decision;
- d) they have been convicted by a judgement that has the force of *res judicata* for fraud, corruption, involvement with criminal organisation, money laundering activities, terrorism-related crimes, exploitation of child labour or any involvement whatsoever in activities relating to human trafficking or any other illegal activities to the detriment of the financial interests of the Institute;

*Signature of the legal representative for acceptance*

8/14

.....



- e) have committed a serious infringement of the obligations arising from a contract funded by the Institute or have been declared guilty of a serious irregularity by a judgement that has the force of *res judicata* or by a legally binding administrative decision;
- f) are subject to administrative sanctions for being guilty of serious violations of professional obligations or for having committed substantial errors or irregularities or fraud or having been found responsible of serious violation of obligations arising from contracts covered by the Institute's budget as per Art. 41 of the EUI President's Decision No. 19/2018 of 16<sup>th</sup> May 2018 (EUI Public Procurement Regulations);
- g) have a conflict of interests in relation to this procurement contract; conflicts of interests can arise from financial interests, political or national affinities, family or private relationships or any other type of shared interest, including conflicting professional interests; contingent or that have taken place during the last five (5) years;

Tenderers must be able to prove that they do not fall into any of the above categories.

**Documents providing proof of eligibility based on the above exclusion criteria:**

The Contracting Authority will accept a signed declaration on their honour as sufficient proof that the bidder does not find themselves in any of the situations described above, using the model shown in Appendix D.

The Institute reserves the right to verify such information and to request documentary evidence prior to the signing of contracts.

**16. Selection criteria**

Bidders must be in possession of the following requisites.

Failure to comply with all requirements will result in exclusion from the tender.

**General requirements**

- a) Registration with the local Chamber of Commerce or equivalent body of the State in which the company is registered to pursue its business objectives, which must include or be consistent with those of the tender;
- b) A copy of a general extract from the judicial record for the Company's legal representative. In the case of the award of the contract to a Company which has its registered office in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) To comply 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;
- d) 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 (e.g., through a DURC certificate), in compliance with existing legislation;
- e) 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 bid; 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 bid;

**Technical, economic and financial requirements**

*Signature of the legal representative for acceptance*

9/14

.....

- f) Bank references from two registered primary or intermediary Banking Institutions dated after the issue and publication of this CSA, showing that the Company has always fulfilled its commitments regularly and punctually and that it possesses the economic and financial capacity to deliver the service covered by the contract. In cases where the Company has business dealings with one single Banking Institution, a statement from its legal representative must be provided in evidence;
- g) Proof that similar services have been supplied to public or private clients during the three-year period 2019/2020/2021 for an overall total of no less than the amount laid down in the invitation to tender;
- h) Proof of AEEG Wholesaler Registration in accordance with Legislative Decree No. 79/99 and all subsequent amendments and additions thereto at least 6 months prior to submission of the tender.

In the case of companies forming part of a joint venture and/or consortium, all companies forming part of the joint venture and/or consortium must furnish the documentation as set out in subparagraphs (a) to (h) and (j). On the other hand, proof as required under subparagraph (i) will consider the joint venture and/or the Consortium as a single player. These requisites may therefore apply to one individual company or to the individual companies forming part of the consortium or members of the joint venture.

The Institute reserves the right to carry out spot checks to ascertain the veracity of the statements submitted by the participants.

## 17. Award criteria

### LOTS 1 and 2

Only bids that satisfy all the requirements set out in Article 16 above will go through to the subsequent evaluation stage.

Contract/s will be awarded on the basis of the criterion of “**the most economically advantageous tender**”, pursuant to an evaluation carried out by the Institute’s competent internal committee (Evaluation Committee).

### LOT 1 – Financial evaluation of the bids

The unit prices to which this Specification refers are made up of a “basic” component (PUN) and an “integrative” component (SPREAD).

The unit prices for electricity (PUE) are obtained from the sum of the unit prices, determined as follows:

$$PUE = PUN + SPREAD$$

- a) PUN: In [GME](#) markets, prices are expressed in €/MWh, specified to two decimal points for the [Electricity Market](#). All trade prices are rounded up. PUN (national single price according to hourly band).
- b) SPREAD: differential due to the Supplier expressed in €/MWh; the SPREAD determined by the power PUE will remain fixed and invariable for the entire duration of the Contract.
- c) They do not include transport or dispatch costs or system charges payable by the Client.

**Please note that the contract should provide for dynamic price management with the possibility of determining the amounts and/or supply periods at the customer's choice at prices which must be in line with the relevant EEX monthly index to which a differential proposed by the supplier and endorsed by the customer must be applied; such variations must be made explicit through price-fixing clauses which can be applied by the Client at any time of the year at its sole discretion.**

*Signature of the legal representative for acceptance*

10/14

.....

The offer must be formulated indicating for each hourly bands a SINGLE SPREAD expressed in € / MWh and in compliance with the provisions of the Institute's green policy, the candidate should also indicate the renewable energy component present in its production and/or supply energy mix.

• HOURS GROUPED BY LOAD LEVEL

**Hourly bands** These are the F1, F2 and F3 bands, as set out in AEEG Resolution No. 181/06 (Adjustment of Hourly Bands) and are subject to alteration in relation to potential legislative changes the AEEG may make in the future

*F1 refers to the peak-load hours: from 8:00 to 19:00 Monday to Friday.*

*F2 refers to the mean-load hours: from 7:00 to 8:00 and 19:00 to 23:00 Monday to Friday and from 7:00 to 23:00 on Saturday.*

*F3 refers to the low-load hours: from 24:00 to 7:00 and from 23:00 to 24:00 Monday to Saturday and all day on Saturday and Sunday.*

**For the purposes of the award, the European University Institute will assign the provision of electricity to the bidder achieving the best score by considering the score assigned to the SPREAD (max. 70 points) and that attributed to the percentage of renewable energy present in their production and/or supply energy mix (max. 30 points).**

Scoring attribution

- **SPREAD (maximum score 70 points)**

The score available for the SPREAD (max. 70 points) will be assigned to the Company that has proposed the lowest Spread.

To the other companies, points will be assigned (rounded to the second decimal place, where applicable) proportional to the relationship between the best spread and the Spread that each has offered.

$$P = 70 \times \frac{\text{Lowest SPREAD}}{\text{SPREAD offered}}$$

**P = points to assign to the bid**

- **Energy mix composition (maximum score 30 points)**

The score available for the Energy mix composition (max. 30 points) will be assigned to the Company that has the highest percentage of renewable energy in its production and/or supply energy mix.

To the other companies, points will be assigned (rounded to the second decimal place, where applicable) proportional to the relationship between the highest percentage of renewable energy and that each has offered.

$$P = 30 \times \frac{\text{Highest \% of renewable energy}}{\% \text{ of renewable energy offered}}$$

**P = points to assign to the bid**

*Signature of the legal representative for acceptance*

.....

Energy prices should be shown in a maximum of 2 (two) decimal figures. Other figures will not be taken into consideration with regard to the evaluation of the tender.

Furthermore, the Client delegates to the Supplier the request for the assignment of DCT RIGHTS of USE, or interconnection capacity with foreign countries, for participating in CIP6 rights auctions or any other potential assignments awarded by the competent Authorities. Such assignments will entail no modifications to the contractual financial conditions. Energy prices cannot be governed by the supplier's purchase terms neither can any modifications be made to the contract, nor can it be terminated on the basis of fluctuations in the wholesale energy market.

**LOT 2 – Financial evaluation of the bids**

The unit prices to which this Specification refers are made up of one SINGLE component.

It is understood that included in the price are all the amounts conventionally incorporated into the sales price tariff components CRVOS, CRVI and CRVBL, CVFG, SD, j, as per Resolution No. 60/2015/R/Gas AEEGSI of 19<sup>th</sup> February 2015 and any subsequent amendments thereto, or other components not known at the date of signing this Tender, which will subsequently be incorporated into the price.

The Parties also agree that, once the Contract has been concluded, should the competent AUTHORITIES, within the framework of regulations related to them, impose further obligations (of any sort) on the Supplier, new transport tariffs - with the exception of Distribution Tariffs (or new components of the same) or new charges connected with balancing the system, including price increases over and above those in force at the time this Contract is signed - will be considered as included.

**The unit prices of Natural Gas (PUG) must therefore include all transport, storage, and other charges except for local distribution and consumption taxes; the tariff required is therefore of the monomial type.**

**These will be valued separately from distribution and consumption taxes.**

**Price = PUG**

Tenders must be formulated indicating the Company's baseline Natural Gas (PUG) unit price, multiplying the total sum of said price by the EUI's average annual consumption (obtained on the basis of consumption recorded during the two-year period 2015-2016) expressed in cubic metres (m3), as shown in Appendix A – Lot 2.

A	B	
Unit price (PUG) [€/m3]	Average annual consumption <small>(based on consumption recorded in the two-year period 2019-2021)</small> [m3]	TOT=A*B [€]

**It should be noted that – pursuant to Presidential Decree No. 990 of 13/10/1976 – Headquarter Agreement between the Government of the Italian Republic and the European University Institute, with Appendixes, signed in Rome on 10/07/1975, and the relative exchange of notes, which took place in Florence on 25/03/1976 and the Additional Protocol to the Headquarter Agreement between the Government of the Italian Republic and the European University Institute, Rome 22/06/2011 – the Client is exempted from payment of VAT and excise duty on its own consumption of natural gas.**

*Signature of the legal representative for acceptance*

.....

### 18. Documentation required for the purposes of the award

For the purposes of the final award and on the date fixed by the Contracting Authority, the successful Company must submit the following:

1. True copies of original certificates, in order to demonstrate compliance with all the stated tender requirements;
2. copies of the insurance policies as per Art. II.3.5 of the supply contract in question (Appendix F);
3. (in the case of joint ventures) the deeds of incorporation mandated to the legal representative of the company heading the joint venture, with a signature authenticated by a notary;
4. a copy of the full criminal record of the legal representative of the Successful Bidder.

It should be noted that should the Successful Bidder fail to fulfil the above requirements in good time, or fail to submit the documentation in its entirety, or fail to provide proof of possession of the self-declared tender requisites, or should such proof not conform to the declarations submitted as part of the tender, the Procurer reserves the right to declare it out of contention and to award the tender to the bidder ranked next, or to issue another call for tenders, in which case any costs thus incurred by the Contracting Authority will fall to the defaulter. In such circumstances, the security of the company declared out of contention will be forfeited and the sanctions provided for by current legislation will also be applied.

Should the verification process prove successful, the award will be granted to the bidder who will be formally invited to sign the contract.

## CHAPTER IV – FINAL PROVISIONS

### 19. 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: <http://www.eui.eu/About/Tenders>

Taking part in this tender procedure entails full compliance with the above-mentioned regulations.

The regulations governing the future relationship between the Contracting Authority and the Successful Bidder, such as rules concerning payment, the processing of personal data, procedures for the settlement of disputes in connection with both the tender award procedure and the application of the contractual rules, are contained in the Draft Contract in Appendix F.

### 20. Project Manager

In the case of the Contracting Authority, responsibility for this contract falls upon the Head of the Patrimony and Logistics Service.

The Project Manager is responsible for all dealings and communications with the Successful Bidder concerning all aspects of the carrying out of the procured activities. He or she will ensure that contractual obligations are carried out, and apply the appropriate coercive measures and penalties where necessary.

### 21. Contract contacts

In order to ensure the correct performance of the contract and management of the contractual relationship with the Successful Bidder, the Head of the Real Estate and Facilities Service will appoint two members of his or her own staff as contract contacts. Their duties are as follows, amongst others:

- maintaining operational contact with the Company;

*Signature of the legal representative for acceptance*

13/14

.....

- applying for assistance over possible alterations and/or new provisions that may become necessary while the contract is in force;
- ensuring the service is carried out correctly and assessing the outcomes;
- proposing the termination of the contract to the project manager.

## 22. Final provisions and appendices

This Specification is made up of 22 articles, 14 pages and 7 appendices which form an integral part thereof and which the Bidder approves and accepts in its entirety by undersigning this document.

### Annex:

- Invitation Letter
- Annex II A - Lot 1 – Electricity, descriptive list of European University Institute consumers.
- Annex II B - Lot 2 – Gas, descriptive list of European University Institute consumers.
- Annex II C - Self-certification Form
- Annex II D - Declaration on honour
- Annex II E – Economic offer
- Draft contract

Company stamp

*Signature of the legal representative for acceptance*

14/14

.....