

REAL ESTATE AND FACILITIES SERVICE

Open call for the supply of electricity and natural gas for the premises of the European University Institute

Ref: OP/EUI/REFS/2025/001

YEAR 2025





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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Definitions

"AEEG" means the Authority for Electricity and Gas as defined by Law No. 481 of November 14, 1995.

'candidate' means an economic operator that has sought an invitation;

'contract' means a public contract awarded by the EUI for the procurement of services/supply;

'contractor' means to the successful tenderer awarded with the contract;

"distributor" means the operator of the electricity distribution network to which the Withdrawal Points are connected;

'economic operator' can refer to a 'work contractor', 'supplier', or 'service provider' and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

'EUI' or 'the Institute' means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

'joint tenders' means a situation where a *tender* is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a *tenderer*¹:

"IUE" or "Institute" or "EUI," "contracting authority," "Client" refers to the European University Institute, which is the contracting authority intending to award the contractor the services outlined in this special terms of contract.

'subcontracting' means the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole;

'tender' / 'offer' defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works;

'tenderer' means an economic operator that has submitted a tender;

'tender specifications (TS)' means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

Article 2. Contracting authority

This procurement procedure is launched and managed by **the** *EUI*, that is the contracting authority for the purposes of this procurement procedure, through the **Real Estate and Facilities Service (REFS)**.

¹ References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.



Article 3. Subject

Subject of the contract	The subject of this procurement procedure is the supply of electricity and natural gas for the premises of the European University Institute.		
Lots	Tenders may be submitted for one or more lots. Each lot will be assert independently of any other lot. Tenders which cover only part of one or are declared as being conditional on the award of any other lots.		
Type of contract	not permitted. The procedure will result in the conclusion of a supply contract for each lot . Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationship(s) to be established between the EUI and the contractor(s).		
Duration of the contract	The <i>contract</i> to be awarded shall have a duration of one year , renewable for further 2 years . The details of the initial <i>contract</i> duration and possible renewals are set out in Article I.2 of the draft <i>contract</i> .		
Estimated value of the contract	The estimated value of the <i>contract</i> to be awarded for the whole duration of 3 years is €1.440,000.00 (one million four hundred forty thousand/00) excluding VAT and excise duty, of which: Lot 1: supply of electricity €890,000.00 (eight hundred ninety thousand/00) Lot 2: supply of natural gas €550,000.00 (five hundred fifty thousand/00) The above amounts were calculated on the basis of the annual average of electricity and natural gas consumption recorded in the three-year period 2022-2024, net of VAT and excise duties. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the EUI will order through specific contracts.		
Place of performance	The supplies will be undertaken at the <i>EUI</i> 's premises.		

Article 4. Conditions for participation to tender

If you are interested in this *contract*, you should submit a *tender* in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of President's Decision n. 76/2023 of 20 December 2023 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: https://www.eui.eu/en/public/about/procurement/tenders-regulatory-framework.

Article 5. Joint Tenders

Joint Tenders are not allowed in this tender procedure.

Article 6. Subcontracting

Subcontracting is not allowed for this procurement procedure

CHAPTER II - TECHNICAL SPECIFICATIONS

Article 7. Description of the technical specifications

Article 7.1 Technical Specifications of Lot 1 - Supply of Electricity

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POD: Point of Delivery.

NIS: Service Identification Number (takeover number).

Point of Withdrawal: It is the physical point of a network with an obligation to connect third parties where electricity is withdrawn by a consumption unit; as defined in Article 1 of Annex A of AEEG Resolution No. 348/07 and subsequent amendments, and uniquely identified, according to Article 37 of Annex A of AEEG Resolution No. 116/06 and subsequent amendments, by a POD code and/or a NIS.

TI (Integrated Text): Annex A to the resolution of the Authority for Electricity and Gas No. 05/04 and subsequent amendments.

TIT (Integrated Text for Transmission, Distribution, and Measurement of Electricity): Annex A to AEEG Resolution No. 348/07 and subsequent amendments.

CIP6 Rights: These refer to those stated in Article 3, paragraph 12, of Legislative Decree No. 79/99.

Article 7.1.2 Object of Lot 1 - Supply of electricity

These Tender Specifications regulates the contract for the supply of electricity to utilities belonging to the European University Institute, as listed in Annex A - Lot 1. The amount of energy supplied by the Contractor must be sufficient to meet the needs of the Contracting Authority in relation to the supply points listed in Annex A - Lot 1, regardless of the total amount indicated in the aforementioned annex under the column 'estimated kWh consumption.



The Contracting Authority reserves the right to extend the contract to new installations related to properties that may become part of its assets. For new users, the same billing system as outlined in this Specification will apply.

The awarded company must guarantee, in relation to the supply in question:

- 1. Transfers and/or new connections, should the Contracting Authority request them;
- 2. Changes in power for the users covered by the contract;
- 3. Relocation of metering groups;
- 4. Closure of supply points upon communication from the Contracting Authority. The awarded company must also provide the necessary technical, administrative, and tariff assistance to resolve any issues related to the management of electricity supply in the free market.

The awarded company must also ensure the necessary technical, administrative, and tariff assistance for resolving any issues related to the management of energy supply in the free market.

Article 7.1.3 Estimated Quantity of Lot 1 - Supply of Electricity

The estimated annual quantity of the supply, calculated based on the average consumption from 2022 to 2024, is approximately 3,063,278 kWh for Low and Medium Voltage users, as further specified in Annex A – Lot 1 of this Specification.

The above-mentioned values are to be considered as indicative only. The total estimated quantity does not bind the Contracting Authority in any way, as it may increase or decrease based on consumption trends, including due to new users or the decommissioning of currently active users. In case the above-mentioned values are not reached, no compensation will be due to the Contractor. All costs related to the activation of the supply start-up will also be borne by the Supplier.

Article 7.2 Technical Specifications of Lot 2 - Supply of Natural Gas

Article 7.2.1 Characteristics of Lot 2 - Supply of Natural Gas

Oar Cabin: Regulation and measurement cabin;

PDR Code: Redelivery Point;

NIS: Service Identification Number (outlet number).

Withdrawal point: The physical point in a network with a third party connection obligation where natural gas is withdrawn by a consumer unit uniquely identified by a PDR code and RE.MI.

Article 7.2.2 Object of Lot 2 - Supply of Natural Gas

These Tender Specifications regulates the Contract for the supply of natural gas to the utilities belonging to the European University Institute, as listed in Annex A - Lot 2. The quantity of gas supplied by the Contractor shall be such as to satisfy the requirements of the Contracting Authority in relation to the supply points listed in Appendix A - Lot 2, regardless of the total quantity indicated in the aforesaid Appendix in the 'presumed consumption mc' column.



The Contracting Authority reserves the right to extend the contract to new systems pertaining to buildings that may become part of its assets. For new utilities, the same accounting as set forth in these Tender Specifications will be applied.

The awarded company must guarantee, in relation to the supply in question:

- 1. New connections, should the Contracting Authority request them;
- 2. Relocation of metering groups;
- 3. Closure of supply points upon communication from the Contracting Authority. The awarded company must also ensure the necessary technical, administrative, and tariff assistance to resolve any issues related to the management of energy supply in the free market.

The awarded company must also ensure the necessary technical, administrative, and tariff assistance to resolve any issues related to the management of energy supply in the free market.

Article 7.2.3 Estimated Quantity of Lot 2 - Supply of Natural Gas

The estimated annual quantity of the supply, calculated based on the average consumption from 2022 to 2024, is approximately 228,745 cubic meters for the users listed in Annex A – Lot 2 of this Specification.

The above-mentioned values are to be considered as indicative only. The total estimated quantity does not bind the Contracting Authority in any way, as it may increase or decrease based on consumption trends, including due to new users or the decommissioning of currently active users. In case the above-mentioned values are not reached, no compensation will be due to the Contractor. All costs related to the activation of the supply start-up will also be borne by the Supplier.

CHAPTER III – OBLIGATIONS OF THE CONTRACTOR

Article 8. Duties and obligations of the contractor

Article 8.1 Transition Phase

The Contractor undertakes the responsibility of directly managing all contacts with the distributor, as required by current regulations, on behalf of the European University Institute (IUE). The Supplier undertakes the responsibility of negotiating the best service conditions with the distributor and ensuring that the IUE complies with the obligations set forth in this supply contract regarding service availability, continuity, and quality.

Furthermore, the Supplier is responsible for signing and managing the contracts necessary for the Institute concerning transmission, dispatching, distribution, and metering functions.

Article 8.2 Appointment of the service manage

The Contractor agrees to appoint a Service Manager upon taking over the users. The Service Manager will be the responsible contact for the Contracting Authority and, therefore, will have the capacity to represent the Supplier for all purposes. The Service Manager will be tasked, among other things, with ensuring the proper performance of the Service at the supply locations.



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

- the name and telephone contact of the Service Manager;
- the address and email for sending communications;
- the forms for the execution of services regulated by AEEG Resolution 333/07 and subsequent amendments (power increase, new users, meter relocations, etc.).

For its part, the Contracting Authority will designate one or more persons as contacts for the Contractor's Service Manager

Article 9. Supply point

The list and characteristics of the supply points listed in Annex $A-Lot\ 1$ and Annex $A-Lot\ 2$ are indicative of the initial state of the Contracting Authority's electrical supply structure, which, during the course of the contract, may be subject to changes in relation to the needs of the Contracting Authority, due to the addition of new supply points, closure, and/or modification of the characteristics of the supply points listed in Annex $A-Lot\ 1$ and Annex $A-Lot\ 2$. The Supplier agrees to accept the aforementioned changes (addition, reduction, and modification) related to the supply points listed in Annex $A-Lot\ 1$ and Annex $A-Lot\ 2$, as necessary to meet the needs of the Contracting Authority, without this constituting grounds for the application of additional fees or compensations beyond those provided for in this Specification.

The changes (addition, reduction, and modification) to be made to the list and characteristics of the supply points listed in Annex $A-Lot\ 1$ and Annex $A-Lot\ 2$ will be carried out by the Contractor through written communication from the Contracting Authority, with a one-month notice. For newly added supply points, such changes will take effect one month after the Supplier's receipt of the communication. Any changes to the current rules for changing the Supplier are reserved. These communications will constitute a formal update to the list and characteristics of the supply points listed in Annex $A-Lot\ 1$ and Annex $A-Lot\ 2$.

Regarding Lot 1, if the Contracting Authority requests any service covered by Resolution No. 333/07 and subsequent amendments, for which the area distributor (ENEL DISTRIBUZIONE) is responsible, the Supplier is required to comply with the document transmission and reception times as established by the aforementioned resolution.

Article 10. Access and use of the network

Access to and use of the national transmission network, as well as the distribution networks, shall be governed by the resolutions issued by the competent Authorities.

Article 11. Transportation costs

In reference to Lot 1, the costs related to transportation, losses, any reactive power compensation costs, dispatching, system components (e.g., A, UC, MCT, etc.), and taxes, which for users in the free market are borne by the Contracting Authority in the amounts established by the AEEG, are advanced by the Supplier and reported—without markups—in the invoice. The Contracting Authority, through this Specification, authorizes and grants the Supplier the mandate to enter into the following contracts:

- transportation contract with the relevant distribution company;
- dispatching contract for the supply points.

The Supplier is required to sign the necessary contracts on behalf of the Customer with the Network Operator and the relevant territorial distribution company.



CHAPTER IV - EVALUATION AND AWARD CRITERIA

The evaluation of offers that comply with the submission conditions will be conducted based on the following criteria:

- verification that the bidder has access to the contract (refer to Article 4);
- verification of administrative compliance (if the offer is drafted in one of the official languages of the EU and signed by one or more duly authorized legal representatives of the bidder);
- verification that bidders are not in an exclusion situation, according to the exclusion criteria:
- selection of bidders based on the selection criteria;
- verification of compliance with the minimum requirements of the special contract specifications;
- Evaluation of the offers based on the award criteria.

The IUE will evaluate these criteria in the order it deems most appropriate. If a bidder fails the evaluation according to one or more criteria, their offer will be rejected and will not be evaluated against the other categories of criteria. The bidder will be informed of the reason for the rejection without receiving feedback on the content of the offer that was not subject to evaluation. The contract can only be awarded to the bidder or bidders who pass the evaluation against all criteria.

The evaluation will be based on the information and supporting documents included in the offers and, if applicable, on additional information and supporting documents provided upon request by the IUE during the procedure. If any declaration made or information provided is found to be false, the IUE may impose administrative penalties (exclusion or fines) on the party providing the false declarations/information.

For the purposes of evaluating the exclusion and selection criteria, the IUE may also refer to publicly available information, particularly to supporting documents that can be freely accessed from a national database.

Article 12. Exclusion criteria

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

- a. is 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. has 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. is 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 EUI or those of the country where the contract is to be performed. This breach needs to have been established by a judgment 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 EUI;
- d. has 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

Annex I - Tender specifications



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trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the *EUI*'s financial interests;

- e. has been in serious breach of a contract financed by the *EUI* 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. is subject to an administrative penalty for being guilty of grave professional misconduct, or of 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 *EUI*'s budget (Article 41 of the *EUI*'s Public Procurement Regulation (<u>President's Decision No.76/2023</u> of 20th December 2023).

In addition to the above, *contracts* cannot be awarded to a tenderer who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

Evidence requested:

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated Declaration on Honour available in Annex II A. In case of a consortium/*joint tender* or in case of subcontracting, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium and for each identified *subcontractor*.

In addition, the successful *tenderer* 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 of the legal representative of the *economic operator* that submitted the *tender* 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 the paragraph 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.

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

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 period, the *EUI* reserves the right to declare a compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.



Article 13. Selection criteria

General requirements:

The *tenderer* must have the following <u>minimum requirements</u> to perform the *contract*:

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

Economic and financial capacity:

- e) being in a stable financial position (financial viability) > possession of 1 (one) bank reference issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* 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 subject of the *tender*;
- f) having carried out, in the years 2022/2023/2024, supplies similar to those subject to this contract for public or private clients, for a total amount not less than the amount set as the basis for the tender;
- g) having recognition of the status of Wholesale Customer with the AEEG pursuant to Legislative Decree 79/99 and subsequent amendments, for at least 6 months prior to the submission of the offer.
 - ❖ Evidence to be submitted with the tender as part of Envelope n.1 Administrative Documents (please, for more details on the submission process, see point 3 of the letter of invitation to tender):
 - a signed and dated Declaration on Honour available in Annex II A;
 - 1 (one) bank reference;
 - A document listing the supplies similar to those subject to this contract carried out for public or private clients, specifying for each the amount of the contracts listed that is not less than the amount set as the basis for the tender, in proportion to its duration.
 - A document certifying the recognition of the status of Wholesale Customer with the AEEG pursuant to Legislative Decree 79/99 and subsequent amendments, for at least 6 months prior to the submission of the offer.

The IUE reserves the right to conduct random checks in order to verify the accuracy of the statements provided by the bidders.

Bidders who do not comply with the minimum required criteria will be disqualified.

Article 14. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the "most economically advantageous tender" criterion following the assessment of the best quality/price ratio made by the competent evaluation committee.



Article 14.1 Award criteria – Lot 1 – Supply of electricity

The unit prices set forth in this Specification consist of a 'base' component (PUN), an 'integrative' component (SPREAD), and an additional component related to the guarantee of the energy supplied from renewable sources (GREEN OPTION).

The unit prices of electricity (PUE) are therefore obtained by summing the unit prices defined as follows:

PUE = PUN + SPREAD + GREEN OPTION

- a) PUN: In the GME markets, prices are expressed in €/MWh, with the specification up to the second decimal place for the electricity market. The commercial rounding criterion applies to all prices. PUN (national single price defined by bands).
- b) SPREAD: The differential expressed in €/MWh recognized to the Supplier; this SPREAD, part of the PUE of electricity, will remain fixed and unchangeable for the entire duration of the Contract.
- c) GREEN OPTION: The guarantee that all the energy comes from renewable sources will be valued through an amount recognized to the Supplier, expressed in €/MWh; this amount (GREEN OPTION), part of the PUE of electricity, will remain fixed and unchangeable for the entire duration of the Contract.
- d) Transport charges, dispatching, and system charges are excluded and are the responsibility of the Client.

It is specified that the contract must provide for a dynamic pricing management with the possibility for the Client to determine the quantities and/or supply periods at prices that will be formed according to the EEX reference index, to which a differential proposed by the Supplier and approved by the Client will be applied; such variations must be explicitly stated through fixing clauses, which may be exercised by the Client at any time during the year at their sole discretion.

The offer must be formulated by indicating for each time band the UNIQUE SPREAD expressed in €/MWh.

MULTI-HOURLY measurement

The **time bands** are F1, F2, and F3 as defined by AEEG Resolution no. 181/06 (Update of time bands) and may be modified in accordance with any future regulatory changes that AEEG may decide to introduce.

F1 are the peak hours: from 8:00 AM to 7:00 PM on weekdays (Monday to Friday).

F2 are the intermediate hours: from 7:00 AM to 8:00 AM and from 7:00 PM to 11:00 PM on weekdays (Monday to Friday), and from 7:00 AM to 11:00 PM on Saturdays.

F3 are the off-peak hours: from 12:00 AM to 7:00 AM and from 11:00 PM to 12:00 AM on weekdays (Monday to Saturday), and all hours on Saturdays and Sundays.

The energy prices must be indicated with a maximum of 2 (two) decimal places. Any additional decimal places will not be considered for the evaluation of the offer.

Additionally, the Client delegates the Supplier to request the assignment of **DCT RIGHTS**, i.e., capacity on the interconnection with foreign countries, for participation in auctions with energy assignments having **CIP6 rights** or other specific assignments that may be provided by the competent Authorities. Any such assignments will not result in changes to the contractual economic conditions. The energy price cannot, in any way, be dependent on the supplier's



purchasing conditions, nor can any form of modification or contract termination be anticipated in the event of wholesale energy market fluctuations.

It is reminded that the Client, in accordance with **D.P.R. 13/10/1976**, **N.990** - **Execution of the Headquarters Agreement between the Government of the Italian Republic and the European University Institute**, with annexes, signed in Rome on 10/07/1975, and the related exchange of notes, conducted in Florence on 25/03/1976, and the Additional Protocol to the Headquarters Agreement between the Government of the Italian Republic and the European University Institute, Rome 22/06/2011, is **exempt from the payment of the excise duty on electricity consumption for its own users**.

The tenderer will submit their economic offer using only Annex II B.

Article 14.2 Award criteria – Lot 2 – Supply of natural gas

The unit prices specified in this Tender Document consist of a SINGLE component.

All amounts conventionally considered equal to the corresponding tariffs for the components CRVOS, CRVI, CRVBL, CVFG, SD, j, as per the Resolution of 19 February 2015 - 60/2015/R/Gas AEEGSI and subsequent amendments, or other components unknown at the time of signing this Offer, will be included in the price.

The Parties also agree that if, after the signing of the Contract, the competent **AUTHORITIES**, within their regulatory framework, impose new charges (in any form), new transport tariffs excluding Distribution tariffs (as well as new components of the same), or new balancing system-related fees, including any increases in these fees compared to the existing ones at the time of the signing of this Contract, these will still be considered as included in the price.

The unit prices for **Natural Gas (PUG)** must therefore include all transport, storage, and other charges, except for **Local Distribution** and **consumption taxes**; the requested tariff is therefore of a **single component** type.

Distribution tariff and consumption taxes will be valued separately.

Price = PUG

The offer must be submitted by indicating the unit price of Natural Gas (PUG) offered by the Company and multiplying the total amount of this price by the average annual consumption of the **EUI** (calculated based on the recorded consumption for the **2022-2024 period**), expressed in cubic meters (mc), as indicated in Annex A – Lot 2

А	В	
Unit price (PUG) [€/mc]	Average Annual Consumption (based on consumption recorded in the 2019-2021 period) [mc]	TOTAL = A * B [€]

It is reminded that the Client, pursuant to **Presidential Decree No. 990 of 13/10/1976**—implementing the **Headquarters Agreement between the Government of the Italian Republic and the European University Institute**, with annexes, signed in Rome on 10/07/1975, the related exchange of notes carried out in Florence on 25/03/1976, and the **Additional Protocol to the Headquarters Agreement** between the Government of the Italian Republic and the European University Institute, signed in Rome on 22/06/2011—is **exempt from excise duty** on gas consumption for its utilities.

The tenderer shall submit its financial offer exclusively using Annex II B.

CHAPTER IV - FINAL PROVISIONS

Article 15. Requirements for the signature of the contract

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

• a copy of the full criminal record of the legal representative of the successful tenderer;

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

Article 16. Contract management

For the *EUI*, the reference person for the *contract* management is/are the following:

the Director of Real Estate and Facilities Service (REFS).

Article 17. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A Declaration on honour;
- Annex II B Financial offer;
- Annex II C Lot 1 Utility points electricity;
- Annex II C Lot 2 Utility points natural gas.