

INVITATION TO TENDER

Identification and quantification of long-term sectoral perspectives in Mediterranean region

TEASIMED Project

Task 1 “Update of the Mediterranean Master Plan and improvement of methodologies for its delivery”

Activity 1.3 “Med-TSO Very Long-term Scenarios”



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1. Introduction

Med-TSO - Mediterranean Transmission System Operators, is a recognized association, established in Rome on 19 April 2012, participated by the Mediterranean companies performing the Transmission System Operator (TSO) activity.

Med-TSO has its legal headquarters in viale Egidio Galbani 70, 00156 Rome - Italy and the operational headquarters in via della Marcigliana, 911 - 00138 Rome – Italy.

TEASIMED (*“Towards an Efficient, Adequate, Sustainable and Interconnected MEDiterranean electricity system”*) is the third project developed by Med-TSO with the co-financing support of the European Commission, following the Mediterranean Project I (2015-2018) and the Mediterranean Project II (2018-2020). The main streams of activity undertaken in the frame of TEASIMED are the following:

1. Update of the Mediterranean Masterplan (MMP), i.e. the multi-annual HV Transmission Network Development plan and improvement of methodologies for its delivery;
2. Consolidation of a common technical regulatory framework among Med-TSO countries;
3. Identification and support to the enter into operation of some selected Interconnected Electricity Exchange Zones (IEEZ), with a view to increasing electricity exchanges in the Mediterranean Region;
4. Optimized planning capacities and operation procedures;
5. Med-TSO Knowledge Sharing System;
6. Efficient support to the UfM Regional Electricity Market Platform, in close collaboration with the Association of the Mediterranean Regulators for Energy, MedReg.

The first step of the development of the Mediterranean Masterplan (MMP) consist in developing long-term frameworks by seeking regional coherence.

2. Background and scope of work of the expert

2.1 General background

Many countries in the Mediterranean basin have been experiencing average yearly growth rates in their electricity consumption from 4 to 7% over the last decade. These high growth rates (which can be equivalent to doubling the demand every 10 to 15 years), were generally experienced by Western European countries until the 1990s, and are closely linked to economic growth (because of their strong correlation with GDP), as a result of the diffusion of electricity end uses in the residential sector, in the development of the industry, and even in the tertiary sector.

Although the prolongation of recent trends can represent a practical and relevant method for forecasting the Power System evolution at a time horizon of 5 to 10 years, this approach cannot be adopted for longer time horizons. This is particularly true in these years, characterized by the need to electrify sectors that were traditionally based on other energy sources (e.g. fossil fuels) and also by the development of new technology-driven electricity usages, such as in the case of electric vehicles.

Therefore, historical trends cannot take into account these “rupture” factors, and, furthermore, the simple transposition of the development trajectories followed by the more mature Mediterranean countries to the evolving ones in the region may not be right.

Within Med-TSO, the Technical Committee Economic Studies & Scenario (TC ESS) is in charge of defining and building scenarios for the development of the Mediterranean Power System, as a reference framework for the implementation of the Mediterranean Master Plan. This activity is carried out in a context of uncertainty, which is normally inherent to any long-term projection, increased by changes required by the energy transition. The general organization of the activity is based on a bottom-up approach, meaning that all the members of TC ESS work together to define the scenarios, based on data collected by the members, each of them responsible for its own country; this procedure ensures an overall consistency of the process.

For the preparation of scenarios at 2040 and beyond, TC ESS needs the support of a Consultant that should focus its activities on the following area:

- Electric mobility development and impact, both in terms of energy & peak demand;
- Power-to-gas perspectives (focus on hydrogen production);
- Other new electrification usages (e.g. desalinization, data-center, industries, etc.);
- Economy Demography Industry and Energy efficiency improvement;
- New storage technologies, focusing on development perspectives and price evolution.

TC ESS has set up a Steering Committee (SC) in charge to manage this activity. This SC be the direct contact of the Consultant.

2.2 Scope of work of the expert

For each of the above mentioned areas to be addressed, the requested service will include 2 phases:

- a main phase, based on a literature review, completed with interviews to the national concerned institutions;
- a second optional phase for elaborating a practical support on quantitative data for scenario population, which could be expressed as a set of ranges for driving the development of new scenarios.

The offer should include separate quotations for the 2 phases and should be also split for the following blocks of countries:

	List A: Morocco, Algeria, Tunisia, Libya, Egypt, Jordan, Palestine, Israel, Lebanon, Syria, Turkey	List B: Portugal, Spain, France, Italy, Slovenia, Croatia, Montenegro, Albania, Greece, Cyprus
First main phase	price 1	price 2
Second optional phase	price 3	price 4

The activity must be carried out for each concerned Mediterranean country, and the deliverable will present the results for each country. At the kick-off, the Consultant will propose to the Steering Committee (SC) a list of documents that will be the subject of its analysis, and that must include: the elements of energy, economic and environmental policy relating to the five areas/themes for each country, when available; sector analysis reports that focus on development perspectives on the five themes; energy projection studies relevant to the Mediterranean region.

The Consultant will have to propose and carry out interviews of national concerned institutions as many as necessary to complete the literature reviews.

At the end of the first phase, the Consultant will submit for each of the five themes a summary report of the literature review, country by country. The Consultant shall present the results of the first phase to Med-TSO members in a dedicated 1-day workshop in presence in one of the Mediterranean countries.

The objective of the optional second phase is to link data collected in the first phase with three Med-TSO scenarios that have been already identified:

- Scenario 1 – Inertial (no breakthrough in the midterm);
- Scenario 2 – Decentralized electrification of supply & demand (decentralized boost of generation and electrical devices at consumer level);
- Scenario 3 – Cooperative large projects (boost for supra-national cooperation and utility scale developments).

The Consultant shall identify the internal and external factors likely to accelerate, or slow down, new developments over a 10 to 20-year time horizon for the five themes identified and shall associate them with the Med-TSO scenarios. The analysis should provide qualitative but also quantitative elements, for example in the form of min-max ranges for the technologies and the economic and demographic prospects established in line with the definition of the scenarios.

At the end of the second phase, the Consultant will submit for each of the three themes a quantitative report for Med-TSO scenario population at a relevant geographic level (national or regional). The Consultant shall present the results of the second phase to Med-TSO members in a dedicated 1-day workshop in presence in one of the Mediterranean countries.

3. Experts Profile requirements

The experts invited to this call for tenders shall have the necessary skills in relation to electricity sector planning, economic fundamentals but also concrete implementation experience in modeling. The experts profile requirements are the following:

- Proved experience in the development of benchmarking in the field of electricity system
- Proved experience in energy and environmental policies in the Mediterranean
- Proved experience in prospective and energy planning
- Proved knowledge in electric mobility, power-to-gas technology, energy efficiency improvement
- Experience in working in Mediterranean countries
- Experience in working in a EU financed project is considered an asset
- Skills in communication in three essential languages: English, French and Arabic.

4. Activities of expert and required man days

Work program items	Required man/days	Duration (weeks)
First phase: literature review and interview	up to 70	Up to 16
OPTIONAL second phase: quantitative data and scenarios	up to 50	Up to 10

5. Work Programme

The following table provides an analysis of the individual steps and an allocation of the responsibilities.

Steps of the work:	External Expert (EE)	Steering Committee of TC ESS	Deliverable & Deadline
First phase	EE is in charge of : <ul style="list-style-type: none"> • the Inception report (including the list of literature and reference, the organization of the interview) • Literature review • Interview of national concerned institutions and entities • the final report of the main phase including details by country. • Presentation of the report in a workshop 	SC is in charge of: <ul style="list-style-type: none"> • the Inception report validation • the final report of the main phase validation • The organization of the workshop 	<ul style="list-style-type: none"> • Inception report : one month after the beginning of the activity. • Final report of the first phase: 16 weeks after the beginning of activity
Optional second phase	EE is in charge of : <ul style="list-style-type: none"> • the Inception report of the second phase • the final report of the second phase including quantitative data for the three themes by scenario. • Presentation of the report in a workshop 	SC is in charge of: <ul style="list-style-type: none"> • the inception report validation • the final report of the second phase validation • The organization of the workshop 	<ul style="list-style-type: none"> • Inception report : two weeks after the beginning of the second phase. • Final detailed report + presentation + all useful materials to be hand-over • Timeline for this optional phase TBD with awarded consultant

6. Timetable for the call tender process

Stages	Indicative period
1. Publication of the call	15 May 2022
2. Deadline for submitting applications	19 June 2022
3. Evaluation period	20 June - 3 July 2022
4. Information to Tenderers	15 July 2022
5. Signature of contract	by 29 July 2022
6. Starting date of the activity	1 August 2022

7. Invited service providers

The tender is organized by invitation.

The following companies have been invited to apply for this call:

- **AFRY**
- **ARTELYS BELGIUM**
- **ENERDATA**
- **ELIA GRID INTERNATIONAL**
- **McKINSEY**
- **FRONTIER ECONOMICS**
- **NOMISMA ENERGIA**
- **FRIEDRICH EBERT STIFTUNG**

Consortia are allowed but must be led by one of the companies listed above.

The Consultant will present its CV according to the knowledge and skills requested; names and CV of the proposed experts who will work in the contract must be clearly declared. The replacement of an expert can only take place with an expert with similar professional experience and, in every case, the substitution must be approved by Med-TSO.

8. Procedure for the Submission of Proposals

The submission's email shall contain three separate zip folders, named:

1. NAME OF THE TENDERER_FOLDER A
2. NAME OF THE TENDERER_FOLDER B
3. NAME OF THE TENDERER_FOLDER C

In folder A - *Administrative documentation* – the following documents shall be included:

- i. This request for offer, signed by the legal representative, with a copy of its ID attached; the request can also be signed by a solicitor of the legal representative and, in this case, a certified copy of the attorney has to be attached;
- ii. A valid Chamber of Commerce Expert registration for the Expert. This document must have an international format and in any case must be in English.

If the Expert participates in the tender with other companies, the relative agreement among the Parties must also be attached, with the specification of the parts of the service that will be performed by the individual companies.

In folder B – *Economical offer* - the cost of the work including VAT, taxes, expenses, contributions and other due fiscal charges, according to the applicable law of the Expert, shall be indicated.

Optional activities should be quoted separately, Med-TSO deserves the right to decide whether to activate the optional activities or not.

PLEASE NOTE: Med-TSO is an international non-profit Association. Due to its nature and in compliance with Italian tax law, Med-TSO has no VAT number, but only a tax code: 97697840581, like a natural person.

Since Med-TSO is unable to manage any VAT transaction (credit and / or debit VAT) deriving from the contractual relationship with the supplier (e.g. reverse charge), Med-TSO pays all services including VAT.

Therefore, **all offers must include VAT to be added to the price of the offered service.**

The legal representative of the Expert, with a copy of its ID attached, shall sign the Economic offer; a solicitor of the legal representative can also sign the offer and, in this case, a certified copy of the attorney has to be attached.

In folder C - Technical offer – how the activity will be performed shall be described, as well as how the expert will fulfill the requirements of this call, with specific mention of relevant experience and any other information required by the request for offer.

The Technical offer shall not include any economic information. Any violation of this requirement will determine the exclusion of the Expert from the bidding procedure.

The Technical offer shall be signed by the legal representative of the company, with a copy of its ID attached; the offer can also be signed by a solicitor of the legal representative and, in this case, a certified copy of the attorney has to be attached.

Economical and Technical offers shall be drawn in English.

All the zip folders shall be sent by electronic mail to **tenders@med-tso.com**. This email shall have as object: “**Activity 1.3 Med-TSO very Long-term Scenarios**”. If the documentations is too heavy to be sent as an attachment, the email shall contain a link to download the folders (Dropbox, WeTransfer or similar tools are accepted).

Any queries could be submitted by 30th of May 2022 by email writing at **tender@med-tso.com**. Answers to those queries will be sent to all prospects by 8th June 2022.

Med-TSO reserves the right to verify self-attested titles, competencies and experiences and the faculty of this Administration to not proceed to the award shall not be affected.

If there is a need to have other information, Med-TSO Secretariat may contact the tenderer for this purpose during the tender process.

9. Award Criteria

The award will be assigned to the most economically advantageous tender, following this scoring table:

EVALUATION ELEMENTS		Weight
1+2	References and qualifications	80%
	Technical Offer	
Total		
3	Economical Offer	20%

I STEP

EVALUATION ELEMENTS		MAXIMUM SCORE
1	References and qualifications	50
2	Technical Offer	50
Total		100

The score will be assigned on the base of technical criteria and of the evaluation elements as follows:

1 . References and qualifications	Max Scores
Knowledge of English, French and Arabic	8
Proved knowledge of Power Systems, Energy and Environmental Policies in the Mediterranean countries	10
Proved experience in benchmarking, prospective and Energy planning and modeling	12
Proved knowledge in Electric mobility, in power-to-gas, and electricity storage technologies and policies	10
Proven knowledge in Demography, Economy, Industry and Energy efficiency in MENA countries, and their impact on electricity demand	10

2 . Technical Offer	Max Scores
General Organization of the activity	6
Call requirements fulfillment	8
Proposed list of literature covering the three topics-relating policy reports, sectoral expertise, and prospective reports.	10
Proposed list of interviews with details of contacts	10
Gantt of activities	6
Knowledge sharing and content of the workshop	10

The minimum score (Reference+Technical) requested is 75 points (out of 100).

II STEP

The formula for economical offer evaluation is:

$$ES = 20 \times CP/EP$$

Where: ES is the Economic Score, CP the cheaper proposal and EP the Economic Proposal considered.

The offers will be evaluated by the Secretary General or the Executive Board of Med-TSO, depending on the amount of the final contract, supported by an Evaluation Committee. The tenderer obtaining the highest combined technical and economical score is invited to sign the contract - already foreseen and signed by the tenderer for acceptance provided in Annex 1.

10. Confidential Information

Any non-public information of confidential or proprietary nature; whether of a commercial, financial or technical nature related to the object of this call, or all information otherwise exchanged between Med-TSO/Med-TSO members and the companies shall be deemed to be “Confidential Information”.

“Confidential Information” shall not be used or exchanged for purposes other than in direct relation with the object of this call as specified in Article 9.1 of the draft contract (Annex 1).

Annex 1 – Draft Contract

Company

Name

Address

Subject: Consulting Service for XXXXXX within the activity 3.1 of the TEASIMED Project co-funded by the European Commission through the GRANT CONTRACT - EXTERNAL ACTIONS OF THE EUROPEAN UNION ENI/2020/417-547.

1. DEFINITION OF THE PARTIES

This Contract is stipulated in the context of the TEASIMED Project (hereinafter “Project”),

between:

Med-TSO Mediterranean Transmission System Operators, fiscal code 97697840581, with registered office in Viale Egidio Galbani 70, 00156 Rome and operational headquarters in Via della Marcigliana 911, 00138 Rome – hereinafter referred to as the “Customer”, represented in this Contract by the Secretary General, Mr. Angelo Ferrante,

and

XXXXXXXXX. —, VAT number/Fiscal Code XXXXXXXXXXXX, with registered office in XXXXX, XXXXXXXXXXXX – hereinafter referred to as the “Service Provider”, represented in this Contract by XXXXXXXXXXXX, as Legal Representative of the Company.

2. SCOPE OF THE CONTRACT AND DESCRIPTION OF THE ACTIVITIES

2.1 Scope of the Contract

The scope of this Contract is to define and assess different options to allow trading of electricity between different countries within the Maghreb Area.

2.2 Activities description

The activity to be performed by the Service Provider is described in the Terms of Reference of the tender (ME/P2022/XXXX) and in the technical offer submitted by the

Service Provider (ME/A2022/XXXX), which is inherent part of this Contract. The substitution of an expert can only take place with an expert with similar professional experience, and must be always approved by Med-TSO.

3. DURATION AND CHRONOLOGICAL SCHEDULE

This Contract comes into force on the date of its signature and ends with the realization of the service by

The activities referred to in the above art. 2.2 shall be fulfilled according to the work program defined in the terms of reference of the tender.

4. CONTRACT MANAGEMENT

The Secretary General is responsible for providing the management of this Contract.

All the communications between the Service Provider and the Customer concerning this Contract shall be forwarded exclusively in writing, by e-mail to angelo.ferrante@med-tso.com or by post to the following address:

Med-TSO

Via della Marcigliana 911

00138 Rome

to the kind attention of Mr. Angelo Ferrante

The reference person of the Consultant is XXXXXX and all communication will be forwarded to: XXXXX, XXXXXX - XXXXXX, XXXXX, XXXXXX, XXXXX.

5.IMPLEMENTATION IN ACCORDANCE WITH BEST PRACTICE

With the acceptance of this Contract, the Service Provider undertakes to guarantee the Customer that all activities will be carried out according to the best available techniques and best practice, in relation to the quality level assumed for the activities themselves.

6. FEES AND AMOUNTS OF THE CONTRACT

For the accomplishment of the activities referred to in paragraph 2 of this Contract, Med-TSO will pay the total amount of XXXXXX EUR, including VAT and any tax and duty, withholding tax and social security contributions, where due.

Any expense incurred and duly documented for the accomplishment of this Contract will be reimbursed to the Service Provider only prior written authorization from the Customer.

The contractually defined prices are proposed and accepted by the Service Provider in complete and thorough knowledge of the quantity and kind of work to be fulfilled; for

this reason, the Service Provider declares to waive any claim of an economic nature that should result from incorrect assessment or lack of knowledge of the quantities, modalities and characteristics of the works object of the Contract.

7. ARRANGEMENTS FOR INVOICING, PAYMENTS, TRACEABILITY OF FINANCIAL FLOWS, ASSIGNMENT OF CREDITS

7.1 Arrangements for invoicing

The amount of the Contract in the previous art. 6 relative to the activities referred to in the paragraph 2.2 of this Contract, may be invoiced by the Service Provider, as follow:

- 100% (one hundred per cent) of the share of the activity linked to the monthly attendance of the expert as in the time-sheet and report sent to and approved by the Secretary General by the last working day of each calendar month;
- 100% (one hundred per cent) of the amount of the reimbursable traveling expenses, authorized and documented, up to 10% of the amount of the contract.

The Service Provider shall attach the attendance Expert sheet to the invoice and a brief report of the fulfilled activities in the period concerned.

The VAT and/or any tax and duty, withholding tax and social security contributions, where due, shall be highlighted in the invoices. In case of exemption, contemplated pursuant to current tax laws and/or existing Agreements against double taxation, shall be sent to the Customer:

- a certificate of the foreign authority attesting the residence for tax purposes in the foreign State, with the details of the relative VAT number or tax code;
- a declaration of having made the service to Med-TSO in the foreign State;
- in the event that there is an Agreement against double taxation, a certificate proving the existence of the necessary conditions to benefit from the convention scheme.

7.2 Payments

Payment of invoices issued by the Service Provider will be made with fixed currency for the beneficiary, within the term of 30 days from the date of receipt of the invoice, subject to approval by Med-TSO of the services rendered and the regular performance of the requested activities.

The reference data of this Contract and the reference data of the Main Contract **ENI/2020/417-547** shall be indicated in each invoice, as well as the code and the details in order to allow payment.

Each invoice will have to be headed to:

*Med-TSO
Viale Egidio Galbani, 70
00156 Roma
Tax code 97697840581*

and sent in original to

*Med-TSO
Via della Marcigliana, 911
00138 Roma
to the kind attention of: Mr. Gherardo Alfonso Vichi*

7.3 Traceability of financial flows

In order to guarantee the traceability of financial flows finalized to prevent criminal infiltration, pursuant to and for the effects of article 3, paragraph 1 of Law 136/2010, financial transactions relating the activity referred to in the Contract in question, must be carried out exclusively through the bank or postal transfer instrument, or else with other payment instruments suitable to allow full traceability of transactions.

7.4 Assignment of credits

Parties expressly agree – pursuant to and for the effects of article 1260, paragraph 2 of the Civil Code- that the credits deriving from the execution of this Contract are not transferable to third parties.

Such credits shall not be also the object of any act of disposition by the creditor, even if invested with power of representation and/or management.

8. OBSERVANCE OF LAWS, REGULATIONS AND RULES

This contract is governed by Italian laws. The Service Provider, under its sole responsibility, must comply with the legislative provisions as well as to observe all the regulations, rules, requirements of the competent Authorities in the field of services, labor contracts, safety and work hygiene and of how much else can, in any way, affect the execution of this Contract.

Moreover, for the entire duration of the Contract, the Service Provider must guarantee the continuation of the qualification/eligibility requirements agreed when assigning the Contract and the continuation of non-exclusion requirements provided by the General Conditions for the supply of services subsidized by the European Union. Failure to comply by the Service Provider with the requirements and obligations charged by it pursuant to the present article, legitimizes the Customer to terminate the Contract pursuant to and for the effects of article 1456 of the Civil Code.

9. PARTICULAR CLAUSES

9.1 Confidentiality

All information collected during the course of this Contract, as well as all documents and reports prepared within the same, shall be considered and treated as confidential and shall not be used for purposes other than the execution of the activities covered by the Contract itself, nor disclosed or otherwise communicated to third parties without the prior written consent of the Customer. Except in cases where:

- it is necessary to comply with regulatory or legal obligations;
- Italian or foreign authorities request it and a motivated refusal could not be opposed;
- the information is already in the public domain;
- the information was already known at the date of issue of this assignment; the information has become public knowledge during the assignment for causes other than failure to comply with confidentiality obligations referred to in this article.

The Service Provider undertakes to enforce this confidentiality clause to the experts who may be involved by it, however, following the explicit authorization of the Customer, in the activities referred to in this Contract.

At the end of the Contract, the Service Provider will have to immediately cease to use and destroy, or return, all “Confidential Information” to the Customer.

It is understood that the above confidentiality clause retains its effectiveness even after the conclusion of this Contract.

9.2 Privacy

It is understood that, with reference to the fulfillment by the Service Provider of the activities provided for in this Contract and in compliance with the provisions of the European Regulation on the protection of personal data (Regulation EU 2016/679), the data already taken or that will be subsequently communicated from the Service Provider will be used for the sole purpose of carrying out the activities entrusted to it.

Such data, which may be partly on paper files and partly on electronic files, will have to be kept in compliance with the security measures provided for in the European Regulation on the protection of personal data (Regulation EU 2016/679), and shall not be disclosed to the outside except in cases in which this will be necessary in the performance of a legal obligation.

In cases in which it is necessary to acquire information or data from third parties for the performance of the activities referred to in this Contract and this requires the consent of the interested parties, it will be the Customer's responsibility to obtain this consent.

It is understood that the Service Provider has the faculty to exercise, regarding the existence and processing of personal data concerning it, the rights provided for by the European Regulation on the protection of personal data (Regulation EU 2016/679).

It is also noted that the data controller in question is Med-TSO and that the responsible for data processing is the Secretary General, with domicile for the office in Viale Egidio Galbani, 70 – 00156 Rome.

9.3 Property of the works

All the material prepared for the completion of the work is of property of Med-TSO

9.4 Liability for damages

The Service Provider is responsible for the correct execution of the service.

The responsibility of the Service Provider during the performance of the service, and until the end of the contractual relationship, must be understood as referring to the damage done to the Customer's people and things and/or third parties, strictly connected to the methods of carrying out the service and to the object of the same. Are included in the responsibility of the Service Provider any damages that should occur in the different phases to provide the service in accordance with the provisions of the Contract.

The assessment, the evaluation and the settlement of claims for damages shall be performed by the Service Provider in contradictory with the damaged.

The Service Provider assumes full responsibility towards the Customer for all obligations deriving from the Contract, ensuring also for the work of the expert referred to in the previous articles. Therefore, the Service Provider undertakes to keep the Customer unharmed and free from any liability for accidents and/or injuries which in the execution of the Contract may be caused to the staff of the same and/or of Med-TSO, or to the Service Provider.

To this end, the Service Provider will have to underwrite and maintain the following insurance policies for the duration of the present Contract:

1. Medical insurance that indemnifies the Customer from any liability related to medical expenses;
2. Insurance for damages to cover risks in sickness or accident, including the cost of repatriation for health reasons.

The Service Provider will have to provide proof of the insurance policies and of the regular payment of the insurance premiums, without any delay, at the Customer's first request.

The Service Provider guarantees and undertakes to keep the Customer unharmed and relieved against any claim that should be advanced by third parties as a result of breaches, even partial, of the contractual rules and/or legal rules by the same or by the Service Provider.

The Service Provider undertakes to act with the utmost diligence and to take any necessary and/or opportune initiative to avoid damages of any kind and nature to people and things. In the case these should occur, the same will have to provide in any case for the complete and prompt compensation of them.

The compensation for any damage caused by the Service Provider to people and things, during the course of the activities referred to the present Contract, is entirely borne by it. Such compensation must be made within a short time and copy of the receipt must be delivered to the Customer within one month from the date of completion of activities.

However, the Service Provider, in cases of willful misconduct or gross negligence, is obliged without time limits to provide for his care and expenses for the compensation of any damage to its charge that should be claimed, avoiding harassment to the Customer and keeping the Customer relieved of any action initiated against him.

9.5 Domicile

We acknowledge that the Service Provider, to all contractual effects, elects legal domicile at the address to which this Contract is sent. In relation to this, the Customer, for the entire duration of the same, will make any notification and/or communication to the aforesaid legal domicile.

In the event of a change in this legal domicile, the Service Provider undertakes to inform the Customer about it by registered letter; in the event of lack of this, notifications and/or communications will be considered such as regularly carried out once they are received at the previously notified legal domicile of the Service Provider.

10. PENALTIES

In case of delay with respect to the terms of completion referred to in previous art. 3, a daily penalty equal to the ratio between the value of the Contract and the days of carrying out the activities. It is expressly made without prejudice to reimburse further damage in addition to the amount of the penalties.

The relevant amounts will be retained when the invoices are paid in correspondence with the services for which the contractual terms and/or the contractual conditions are disregarded, or at the time of payment of any amount due in connection with the Contract.

The penalties are cumulative, but the relative amount shall not exceed in any case 15% of the total value of the Contract.

When the amount of the penalty has reached the aforementioned limit of 15%, the Customer has the faculty to use the termination clause.

The application of the penalties does not exempt from the observance of all contractual and legal obligations concerning the correct execution of the Contract.

The parties recognize that the implementation of measures to contain the Coronavirus (COVID-1-9) epidemic in Italy {see law 13/20, decree law 18/20 and any other future} and in XXXX could result in the debtor's liability being excluded, under Articles 1218 and 1223 of the Italian Civil Code.

11. DISPUTES

All disputes arising from this Contract, including those relating to its validity, interpretation and execution, shall be entrusted to a board of three arbitrators, of which two named, one by the Service Provider and one by the Customer, and the third one, having functions of President, by the arbitrators so named.

In case of failure to appoint the arbitrator of the party, or failure to agree on the appointment of the President, the appointment itself will be referred to the President of the Rome Court, on the request of the most diligent party.

The College shall judge by right with the application of the articles 806 and following of the Code of Civil Procedure and shall have seat in Rome (Italy).

12. TERMINATION

In all cases of non-fulfillment by the Service Provider of the obligations arising from the Contract, the same can be terminated by the Customer, pursuant to the provisions of the Civil Code. The termination works by right in the cases provided for in articles 7, 8, 9 of this Contract and in the cases provided for in the General Conditions for the Supply of services financed by the European Union. It is also the Customer's right to terminate this Contract in the cases provided for art. 80, par. 5, lett. c), c-bis), C-ter of the Legislative Decree 50/2016

In the above-mentioned cases, the Customer reserves the right to suspend the Contract, demanding the reimbursement of sums eventually paid, without prejudice, in this case also, to the compensation for damage.

Particularly, the damage may consist of both the emerging damage and the loss of profit, notwithstanding that the total amount of compensation for damages shall not, except in cases of willful misconduct or gross negligence, exceed the double total value of this Contract.

13. WITHDRAWAL

It is understood that the Customer has the right to withdraw from this Contract, in whole or in part, at any time and at its sole discretion. In this case, the Customer shall correspond to the Service Provider exclusively the amounts relating to the expenses occurred on the date of withdrawal.

Such sum, as a comprehensive and flat-rate indemnity, is meant to be paid to acknowledgment of each and any claim or right from the Service Provider, without the latter being able to demand another compensation or indemnity, according to the article 1671 of the Civil Code or for any cause or title or reason.

14. COMPLETION

This Contract is concluded pursuant to the article 1326 of the Civil Code, with full acceptance and without any reservation from the Service Provider and on condition that the requirements set forth in the following points are fulfilled.

Hereinafter the address at which the Service Provider shall send the following documentation:

Med-TSO
Via della Marcigliana 911,
00138 Rome
To the kind attention of Mrs. Simona La Cioppa

1. One original of this Contract, stamped and signed by the Legal Representative of the Service Provider in each sheet for acceptance (attached).

Rome, XX XXXXX 2022

Med-TSO
The Secretary General

THE SERVICE PROVIDER
The Legal Representative

Pursuant to and for the purposes of the articles 1341 and 1342 of the Civil Code, are specifically approved the following clauses relating to this Contract:

- Art. 7.2 "Payments"
- Art. 7.3 "Traceability of Financial Flows"
- Art. 8 "Observance of laws, regulations and rules"
- Art. 9.4 "Liability for damages"

Art. 10 "Penalties"
Art. 11 "Disputes"
Art. 12 "Termination"
Art. 13 "Withdrawal"

Place and date.....

The Service Provider
The Legal Representative

Attachments:

1. Call for Tender XXXXXXXX (ME/P2022/XXXXXX);
2. Offer of the Service Provider (ME/A2022/0XXXXX).