# INFO DAY:
# SUPPLY OF IN-VESSEL COIL CONDUCTOR INTENDED FOR FACILITY DTT
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# Procurement: administrative and regulatory issues

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Video conference – Teams

20th November 2026

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# Procedure Overview

**Subject:** Supply of in-vessel coil conductor intended for DTT Facility

**Estimated time of launch:** Within Q1 2027

**Type of procedure:** Open

**Estimated tender value:** Base value € 2,5 M – Single Lot

**Provisional Guarantee:** 2% of auction base

**Contract duration:** last shipment Q4 2029

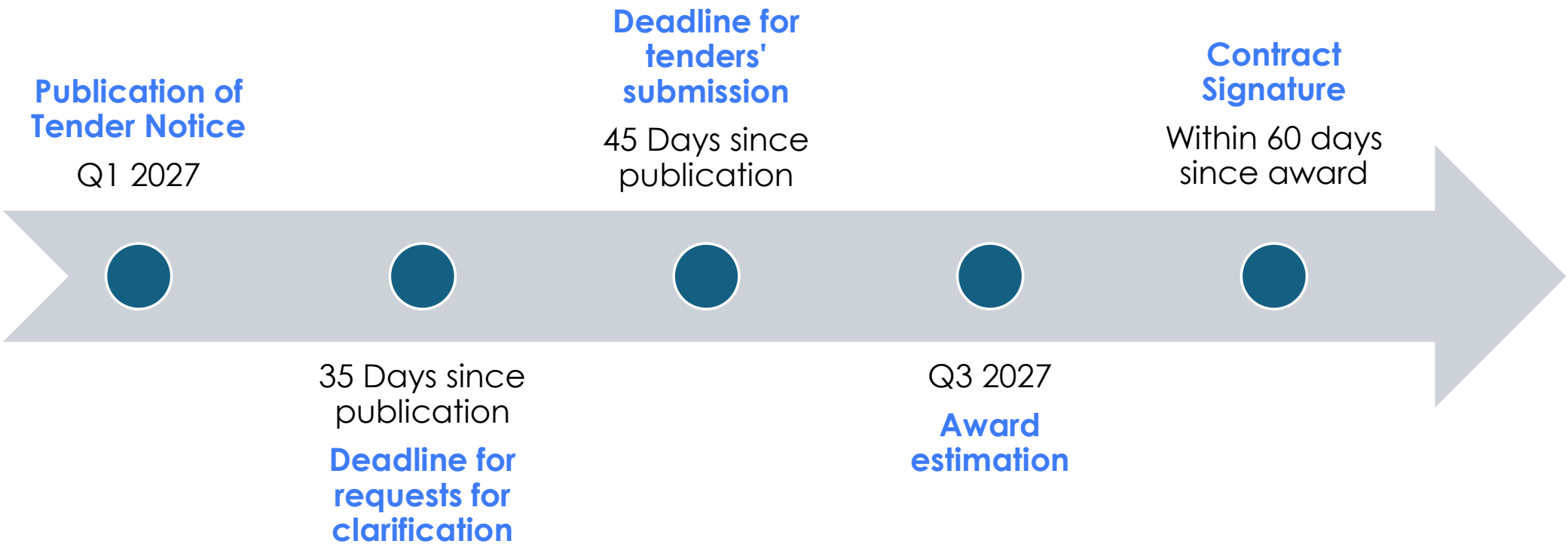
**Payment method:** "Lump sum"

**Delivery:** Frascati-ITI43 (ICA) and to third firm *tbd* (ICN) **INCOTERMS:** DDP

**Applicable law:** Italian law on Public Procurement (Code of Contracts)

Any interested economic operator, as a single tenderer or joint submission, can apply to the procedure. The conditions of the GPA (Government Procurement Agreement) stipulated in the framework of the WTO (World Trade Organization) apply to the procedures.

# Estimated Timeline Procedure




The proceedings are expected to last 9 months.

# Eligible applicants

- Participation is permitted either as single economic operator or as part of a group.
- Economic operators as defined in Article 65 of the Code of Contracts (D.Lgs 36/2023) are eligible to participate to this procedure.
- Absence of any grounds of exclusion (art. 94-98 Code of Contracts).
- Adequate financial and technical capability as set out in Tender rules.
- In the event of a consortium, the companies must specify in their tender their respective shareholdings and the parts of the contract to be carried out by each company.

# General requirements

## General requirements and grounds of exclusion

### 1. Absence of any grounds of exclusion

Tenderers must meet the general eligibility criteria set out in **Articles 94-98 of D.Lgs. 36/2023**

### 2. Consortia and Joint Ventures

In stable consortia, the requirements must be met by the consortium and by the member firms providing the necessary qualifications for the admission to this procedure.
In joint ventures, the requirements must be met by all participants in the joint venture.

### 3. Other Grounds for Exclusion

Failure to accept or breach of the Integrity Pact (Article 83-bis of Legislative Decree 159/2011).

*Awarded contractor, and its subcontractors and/or third parties, will be subjected to Anti-Mafia verification before signing the contract. (Mandatory requirement!)*

# Selection Criteria

## Economic, technical and quality Criteria

### 1. Economic and financial Capability

Demonstration to be in possession of the noteworthy value of a total turnover of last 3 financial years for which the accounts have been closed ≥ 2,5 M€.

### 2. Technical Capability

Demonstration of adequate capability in manufacturing of in-vessel coil conductor: having performed at least 2,5 M€ of similar supplies in last 10 years.

### 3. Quality Criteria

Quality criteria – applicable at individual entity level: demonstration of a working management system appropriate for the technical scope of the contract resulting from this procurement procedure (UNI EN ISO 9001, ISO 14001 and ISO 45001 certification or equivalent).

*Requirements reported above are indicative. DTT reserves the right to change or modify them. Definitive requirements will be reported in tender notice.*

# Third Parties

A tenderer may, where appropriate, rely on the capacity of a third party to prove technical and/or financial capacity:

- Reliance on third-party resources is permitted both for the purpose of proof economic and/or technical capability or for the purpose of enhancing the tender.
- The third party undertaking must specify resources made available to participant and the purposes for which they are intended, **failing which it shall be null and void**.
- The agreement with a third party must be included in the administrative envelope or, if intended to enhance the tender, in the technical envelope.
- The tenderer and the third party are jointly and severally liable to the contracting authority.
- Not permitted for general requirements and professional suitability.
- The contract must be in digital form and digitally signed, with a date prior to the deadline for submission of the tender.
- Attached to the contract must be declarations by the third parties regarding compliance with the general requirements (DGUE).

# Subcontracting

- Subcontracting is permitted in accordance with the provisions of Art. 119 of the Code, prior written authorization of DTT.
- In tender rules will be listed activities which cannot be subcontracted.
- In the offer tenderer shall describe which part of activities they intend to subcontract in case of awarding.
- **Cascading subcontracting is not admitted.**
- Subcontracting is allowed subject to:
  - Subcontractor is in possession of economic and technical capability to perform the activity;
  - Subcontractor meets general requirements (ESPD/DGUE);
- If the Subcontractor no longer meets the requirements above mentioned and/or if the same fails to fulfil the obligations set out, the subcontract authorization will be revoked.
- The Contractor is liable to DTT for complete fulfilment by the Subcontractor of all the obligations and duties arising from the Contract. The Contractor is liable to DTT for any non-compliance/irregularity by the Subcontractor.

# Administrative Documentation – Envelope A

1. ESPD/DGUE**

2. Application form / Domanda di partecipazione**

4. Third parties documentation (if the case) / Avvalimento

5. Provisional guarantee / Garanzia provvisoria**

6. Payment receipt of ANAC[1] contribution / Ricevuta Contributo ANAC*
(amount will be detailed in tender documentation)

7. Integrity Pact/ "Patto d'integrità"**

8. Any relevant documentation for members (Consortia, Joint Ventures etc.) (if the case) / Documentazione per soggetti associati

9. Privacy statement / Consenso al trattamento dei dati personali**

10. Certification / Certificazione UNI EN ISO 9001, 14001, 45001

11. DTT General conditions / Condizioni generali di contratto**

12. Any relevant documentation / Altra Documentazione utile

*Please refer to the specifications.*
** Mandatory document*
*** Mandatory document with digital signature*

[1]***Italian Anti-Corruption Authority. Please have a look on https://www.anticorruzione.it/-/gestione-contributi-gara for instructions how to run the payment***

# Technical Offer Documentation – Envelope B

1. Technical offer;**

2. Any other documentation requested by tender rules;

3. A signed statement containing the details of the offer, which are subject to confidentiality.**

**No reference to price shall be included into technical envelope. Technical offers containing price elements will be rejected!**

*Please refer to the specifications.*
** Mandatory document*
*** Mandatory document with digital signature*

# Economic Offer Documentation – Envelope C

1. Economic offer**

2. Any other documentation deemed useful by the economic operator.

Offer shall contain single percentage discount applied on the total auction base amount net of VAT and/or other statutory taxes and contributions, as well as safety charges.

***NB: Economic offers over the auction base will be excluded. Partial, multiple, conditional, alternative and irregular offer will be rejected too.***

*Please refer to the specifications.*
** Mandatory document*
*** Mandatory document with digital sign*

# Award Criteria

- The contract will be awarded based on the most economically advantageous tender, considering the best value for money.

| Quality Ratio | Price Ratio |
|---|---|
| 70% | 30% |

- Evaluation sub-criteria and formula for economic evaluation will be detailed in tender documentation.
- For the purposes of scoring, the first two decimal places will be considered without any rounding.

# Contract provisions

**Final guarantee:** Before stipulation, awarded contractor shall provide a surety or guarantee equal to 10% contract amount.

**Payment scheme:** 30 days from the receipt of the invoice

**Pre - Payment = 20%** of payments foreseen in the year according to contract schedule (DTT will only pay, if it has received a duly constituted guarantee for equal amount).

**Insurance**: At stipulation the contractor must provide a liability policy, which expressly provides for insurance for direct or indirect damage arising from the performance of the contract, with a minimum ceiling € 500 k.

**Transfer of contract**: not admitted

**Liquidated damages in case of delays**: to be fixed. Max 1‰ (one permil) of Milestone value per day of delay, up to a maximum of 10% of the contract amount

**Dispute resolution:** Court of Rome