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TERMS OF CONDITIONS

1 PROVISIONAL GUARANTEE

The competitor must present a provisional guarantee equal to 2% of the amount of the tender and valid for 180 days from the date of submission of the offer, pursuant to a93, codice degli appalti, Decreto Legislativo 50.16 (hereinafter 'the Code'). The amount of the guarantee is reduced in its amount in all the cases described in the a93, p7 of the Code.

2 OFFER VALIDITY

Offers must be valid for not less than 180 days.

3 DEFINITIVE WARRANTY

The executor of the contract must make a definitive guarantee according to the provisions of a103 of the Code, by means of a deposit or bank guarantee or insurance policy. The amount of the guarantee is reduced in its amount in all the cases provided for by a93, p7 of the Code. The executor is entitled to make the deposit in the manner set out in a93, p2.

The guarantor must explicitly renounce the financial commitment of the principal debtor, the renunciation of the exception pursuant to a1957, p2, Civil Code (CC), as well as the implementation of the guarantee quoted above within 15 days, at the simple written request of the INFN.

The deposit is provided to guarantee that all the contractual obligations are fulfilled and to compensate any damage due to a failure to fulfil the contractual obligations, and to guarantee the reimbursement of any money paid in excess to the executor beyond the agreed total sum, given the compensation of any further damage to the contractor.

The company commits to keep the warranty valid and effective for the duration of the contract and to renew it if the INFN has used it, within 10 days of the request. In case of failure to reinstate the contract, the contract is considered terminated, except for compensation for damages.

4 TERMS OF DELIVERY

The supply must be delivered according to the times and methods indicated in the technical specifications by free delivery at LNGS, 67100 Assergi, L'Aquila, Italia.

5 OBLIGATIONS OF THE CONTRACTOR

The company will comply with all current laws and regulations concerning remuneration, social security and assistance.

The company will also comply with the regulations on work safety, pursuant to d. lgs. 81.08. The company agrees, within reason, to make its employees and collaborators comply with the code of conduct on anti corruption for INFN staff, published in the "Amministrazione trasparente" section of the INFN corporate website. In the event of serious violation of the regulations contained therein, the INFN reserves the right to terminate the contract.

The company will comply with the instructions of a53, p16.3, d. lgs. 165.01 on the consulting or contracting of former INFN employees, under penalty of returning the payments illegitimately received and used in execution of the assignment.

6 CONFORMITY CHECK

The verification that the services were performed conform to what was agreed upon, will be carried out by the director of the execution of the contract pursuant to a102, p2, of the Code with the criteria established in the technical specifications and within 30 days from the date of completion of the services covered by the contract.

7 INVOICING AND PAYMENTS

The invoices, to be issued in electronic format, must be transmitted through the Sistema Interscambio Agenzia Entrate using the Codice Univoco Ufficio: r0o6zu .

The payment of the amount due will be made no later than 30 days from the transmission of the invoice. Payment should be made by bank transfer to a dedicated account, whose traceability will be guaranteed by the company according to l. 136.10. The violation of this obligation will terminate the contract. The payment will also be subject to verification that the company paid the tax and complied with social security regulations.

For the invoices issued from 01.07.17 the split payment mechanism applies (a1, d. lgs. 50.17).

8 DISSOLUTION FOR DEFAULT AND WITHDRAWAL

In the case of failure to fulfil the contractual obligations, the INFN reserves the right to terminate the contract pursuant to and for the purposes of a1453, CC, with a written notice sent by registered letter with a warning of 20 days.

In any case, the INFN preserves the right to claim compensation of any damages and collect the definitive guarantee.

The INFN also reserves the right to unilaterally withdraw from the contract at any time, with at least 20 days notice, to be communicated to the company by registered letter.

In case of withdrawal the company will be entitled to the payment only for the service performed and 10 % of the undelivered items pursuant to a109 of the Code, according to the considerations and conditions set forth in the contract.

9 JURISDICTION

For any disputes between the parties related to the contract, the court of Roma will have exclusive jurisdiction.

10 PROCESSING OF PERSONAL DATA

Personal data will be collected and processed solely for the management of the tender activity. The INFN complies with EU regulation 679.16 and d. lgs. 196.03 for the parts still in force. The person in charge of data processing will be the director of the INFN point of order.

The responsible for the procedure



(Paolo De Remigis)