

CONTRACTUAL CONDITIONS

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1. **GOVERNING RULES AND REGULATIONS:**

Execution of this Contract shall be governed by:

- Legislative Decree No. 36 of 31 March 2023 Public Contracts Code in implementation of article 1 of Law No. 78 of 21 June 2022, delegating the Government in the field of public contracts (G.U. [Official Gazette] no. 77 of 31 March 2023 - S.O. no. 12);
- Legislative Decree No. 209 of 31.12.2024 'Supplementary and corrective provisions to the Public Contracts Code, pursuant to Legislative Decree no. 36 of 31 March 2023';
- Law No. 3 of 16 January 2003, concerning 'Ordinances in the field of public administration' and, in particular, Article 11(2-bis), pursuant to which 'Administrative acts, including those of a regulatory nature, adopted by the Administrations referred to in Article 1(2) of Legislative Decree No. 165 of 30 March 2001, which provide for public financing or authorise the execution of public investment projects, are null and void in the absence of the corresponding codes referred to in paragraph 1, which constitute an essential element of the act';

2. **BID VALIDITY:**

The bid must be valid for no less than 180 days.

3. **DURATION:**

The contract will run for three months from the date of its stipulation.

4. **PAYMENT:**

INFN will pay the net contractual amount to the company. VAT in the amount required by law will be paid in accordance with the split payment provisions of Article 17 ter of Presidential Decree No. 633/1972, as amended. The payment shall be deemed to include all charges, obligations and profits and in any case suitable for the proper performance of the services covered by the contract.

5. **TERMS, METHOD AND PLACE OF DELIVERY:**

The supply must be delivered within January 2027.

The supply must be delivered ex works (INFN Facility) at the address Via Sansone 1, 50019, Sesto Fiorentino (FI), Italia.

6. **SUBCONTRACT:**

The Company may only subcontract the contractual services with the authorisation of INFN, and in accordance with Article 119 of Legislative Decree No. 36/2023, if it has declared this in its estimate.

If the parts to be subcontracted are not specified, subcontracting is prohibited.

The entire performance of the services subject of the contract as well as the prevailing performance thereof may not be subcontracted.

The subcontracting contract shall be filed at least 20 (twenty) days before the effective date of commencement of the performance of the activity subject of the supply together with the declarations of the subcontractor certifying the possession of the qualification requirements prescribed by Legislative Decree No. 36/2023 in relation to the subcontracted service and the absence of the reasons for exclusion referred to in Articles 94, 95, and 98 of Legislative Decree No. 36/2023.

Payments to subcontractors shall be made by the contractor, which must send a copy of the invoices paid to the INFN Section of Florence within 20 (twenty) days from the date of each payment.

The successful tenderer and the subcontractor are jointly and severally liable vis-à-vis the Contracting Authority for the performance of the services covered by the subcontract.

Subcontractors will also have to comply with their obligations under the PNRR regulations, as set out in the bid request.

For anything not expressly envisaged, see Article 119 of Legislative Decree No. 36/2023 as updated by Legislative Decree No 209/2024.

7. PROHIBITION OF CONTRACT TRANSFER:

The company is prohibited from transferring the Contract in any form whatsoever, under penalty of invalidation of the transfer.

8. CONTRACTOR'S OBLIGATIONS:

The Company undertakes to perform the services covered by the contract, as described in detail in the documentation of the award procedure, according to the methods and times set out therein, employing all the facilities and personnel necessary for their completion, as set out in the Technical Specifications and in the other documents relating to this award.

The company undertakes to comply with all obligations arising from applicable laws and regulations concerning remuneration, social security and assistance.

The Company also undertakes to comply with occupational safety regulations pursuant to Legislative Decree No. 81/2008, as amended.

The Company undertakes, insofar as compatible, to ensure that its employees and collaborators observe the Code of Conduct on anti-corruption for INFN staff, published in the "Transparent Administration" section of the INFN institutional site. In the event of a serious breach of the provisions contained herein, INFN reserves the right to terminate the contract.

The Company undertakes to comply with the provisions set forth in Article 53 (16-ter) of Legislative Decree no. 165/2001, as amended and supplemented, concerning the conferral of appointments or employment contracts to former INFN employees, under penalty of the obligation to return any unlawfully received and ascertained remuneration during execution of the procurement.

The company undertakes to apply the CCNL [National Collective Labour Agreement] indicated in the bid request or in the bid presented subject to it declaring that the contract it applies guarantees the same protection for employees, and prepare a declaration of equivalence pursuant to Art. 11, paragraph 4 of Legislative Decree No. 36/2023, drawn up in accordance with the criteria set out in Article 4 of Annex I.01 to Legislative Decree No. 36/2023 as amended and supplemented.

9. ENERGY AND ENVIRONMENTAL SUSTAINABILITY:

Pursuant to Article 57(2) of Legislative Decree No. 36/2023, the Company undertakes to perform the services covered by the tender in compliance with the minimum environmental criteria adopted by the Ministry of the Environment within the framework of the Action Plan for the environmental sustainability of consumption in the public administration sector.

10. CERTIFICATE OF SATISFACTORY EXECUTION:

In accordance with the provisions of Article 50(7) of Legislative Decree No. 36/2023 and Article 38 of Annex II.14, the Sole Project Manager shall check the proper execution of all the services rendered with respect to what was agreed upon and with the criteria established in the Technical Specifications.

The Sole Project Manager shall issue the certificate of regular execution no later than three months from the date of completion of the services covered by the contract.

11. INVOICING AND PAYMENTS:

Invoices, to be issued in electronic format, must be transmitted via the Revenue Agency's Interchange system using the Unique Identifier: C3AX20.

- Pursuant to Law No. 136/2010 as amended, the COMPANY undertakes, to guarantee the traceability of financial flows relating to this contract under penalty of termination of the contract.

Payment will be subject to the ex officio verification of the regularity of the Company's contributions and to the checks provided for in Article 48 bis of Presidential Decree No. 602/1973, as amended and supplemented, by Section of Florence of the INFN.

Payment will be made within 30 (thirty) days of the adoption of each S.A.L. (state of progress of the supply). The company will be authorised in writing by the Sole Project Manager to issue an invoice in electronic format.

The final payment (of the last instalment) or the one-off payment (typically for the supply of goods) will be made following the certificate of regular execution provided for in Article 14 of these contractual conditions.

Payment shall be made by bank transfer to a dedicated current account of which the Company undertakes to ensure traceability pursuant to Law no. 136/2010 as amended.

The payment will also be subject to the verification of the regularity of the company's contributions and taxes. The split payment mechanism is applicable pursuant to Article 17-ter of Presidential Decree 622/1972 (Art. 1 Decree-Law No. 50/2017).

The company undertakes to promptly notify INFN of any changes in bank details, exonerating INFN, in the absence of such notification, from any liability for payments made, even if such changes are published in accordance with the law.

12. PENALTIES:

In the event of non-fulfilment or inexact or delayed fulfilment of the contractual obligations, a penalty of 0.05‰ of the contractual amount shall be applied for each day of delay with a maximum of 10%, according to the criteria detailed in the Tender Specifications.

The fixing of penalties does not preclude any further damages or termination of the contract if the amount of the penalties reaches the amount of the final guarantee.

13. TERMINATION FOR NON-PERFORMANCE AND WITHDRAWAL:

In the event of non-performance of the contractual obligations, INFN reserves the right to terminate the contract pursuant to and in accordance with art. 1456 of the Civil Code by written notice to be sent by registered letter with return receipt, or by other unilateral means of transmission having effective force upon receipt, with 20 (twenty) days' notice.

INFN's rights to compensation for any further damages and to the forfeiture of the surety guarantee shall in any event remain unaffected.

INFN also reserves the right to terminate the contract without time limit if any of the conditions set forth in Article 122 of Legislative Decree No. 36/2023 occur.

In all cases of termination of the contract, the contractor shall only be entitled to payment for works or services properly performed. In the cases of termination provided for in subsections 1(c) and (d)(2), (3) and (4) the provisions of Art. 122(6) of Legislative Decree No. 36/2023 shall apply. Pursuant to Article 123(1) of Legislative Decree No. 36/2023, INFN also reserves the right to unilaterally withdraw from the contract at any time by means of a formal notice to the contractor and with at least 20 (twenty) days' notice.

In the event of withdrawal, the contractor shall be entitled to payment for the services or supplies performed as well as for the value of the useful materials in stock in the case of services and supplies, plus one-tenth of the amount of the services or supplies not performed, calculated in accordance with Appendix II.14 of the Code.

14. WARRANTY:

For the goods covered by the contract, pursuant to arts. 1490 and 1495 of the Civil Code, the Company shall provide a suitable guarantee, not less than 12 months from the date of issuance of the certificate of regular execution, and undertakes to replace at its own responsibility those parts of the supply that, due to defective workmanship and/or quality of material, are unsuitable or defective, as well as to perform all consequent services.

15. EXECUTION OF THE CONTRACT:

The role of Sole Project Manager is entrusted to Mr Antonio Cassese, an INFN employee at the INFN Section of Florence.

16. CORPORATE COMPOSITION:

The company undertakes to notify INFN of any changes in the company composition of more than 2% (two per cent) with respect to what was communicated at the time the bid was submitted, pursuant to and for the purposes of the provisions of Prime Ministerial Decree no. 187/1991. Failure to comply with this obligation shall result in the automatic termination of the procurement contract, subject to compensation for any damages suffered by INFN.

17. JURISDICTION:

For any disputes between the Parties concerning the procurement contract, the Court of Rome shall have exclusive jurisdiction.

18. PROCESSING OF PERSONAL DATA:

Personal data shall be collected and processed in accordance with EU Regulation 2016/679 and Legislative Decree No. 196/2003 as amended and supplemented exclusively for the purposes of this procedure and as indicated in the information notice available at https://www.ac.infn.it/informative_privacy.html.

The COMPANY declares that it has been informed about the processing of the data collected in execution of this document and that it has informed and acquired, if necessary, the relevant consent from the data subjects whose personal data are provided within the scope and for the purposes of this document.

In the performance of this document, the COMPANY and its staff, as authorised to process personal data, undertake to comply with the provisions of EU Regulation No. 2016/679 and Legislative Decree No. 196/03, as amended and supplemented, and to process only data that is functional, necessary and pertinent to the performance of this document in a lawful and fair manner, within the limits of the object and purpose described for the same.

The COMPANY must guarantee that the personal data being processed will be handled within the EU and that no transfer of the data to a third country will take place except under the conditions laid down in the Regulation.

Data Controller: Istituto Nazionale di Fisica Nucleare

Email: presidenza@presid.infn.it

Data Protection Officer:

E-mail: dpo@infn.it

The Single Project Manager

Firmato digitalmente da:

Antonio Cassese

Data: 26/03/2026 13:58:05