



ANNEX "E"

CIG Code N. Z27132032E

CUP N. B85E12001290002

CONTRACT

For the provision of a supply consisting in "Services to support the research and development activities of the project ECOSCALE" to be performed at the Institute of Biometeorology, of the National Research Council, Sassari, Italy

between

the Institute of Biometeorology, of the National Research Council of Italy (for reasons of brevity following indicated also as: "CNR IBIMET"), tax code 80054330586 and VAT registration number 02118311006, established in Sassari, Traversa La Crucca 3, 07100 Sassari, represented by the Head of the O.U.S. (Organizational Unit of Support) of Sassari Dr. Pierpaolo Duce

and

the economic operator _____ (for reasons of brevity following indicated also as: "economic operator"), established in _____, address _____, tax code _____ and VAT registration number _____, represented by _____, tax code _____, in his/her capacity as _____, as attested by _____

GIVEN THAT

- a) with Contract Determination of the Responsible of CNR IBIMET Prot. N. 241 of February 9, 2015, a public procurement procedure was authorized to be conducted, negotiated via procedure for minor piecework contracts, in order to acquire a provision of "Services to support the research and development activities of the project ECOSCALE" to be



- performed at the Institute of Biometeorology of the National Research Council, Sassari;
- b) in compliance with the principles set out in art. 125 of Legislative Decree n. 163 of 12/04/2006, and subsequent amendments, for the provision referred to in paragraph a), the Contracting Authority has launched a negotiated tender procedure, on the basis of the most economically advantageous tender awarding criteria, under ex art. 83 of Legislative Decree n. 163/2006, and subsequent amendments;
 - c) according to the results of the aforementioned tender, stated in the special reports drawn up by the Selection Committee, the offer of the economic operator turned out to be the first in the ranking list;
 - d) pursuant the Legislative Decree n. 163/2006, the necessary checks against the successful economic operator were carried out;
 - e) the final award was communicated to the economic operator by letter Prot. N. _____ of _____ received by the same economic operator on date _____; and it is therefore necessary to proceed to the signing of the supply contract.

For all the foregoing, the signing of the following contract for the award of the supply shall be carried out.

ART. 1 – PREMISES AND ANNEXES

The premises, the acts and the documents referred to therein, even if not physically attached, form an integral part of this contract. Also form an integral part of this contract, even if not physically attached, the technical offer of the economic operator of the _____ enclosed on the official records with Prot. N _____, as well as its economical offer of the _____ enclosed on the official records with Prot. N _____.

ART. 2 – OBJECT OF THE CONTRACT

The object of the present contract is the supply of “Services to support the research and development activities of the project ECOSCALE” (for reasons of brevity following indicated also as “supply”) to be performed at the Institute of Biometeorology, National Research Council, O.U.S. (Organizational Unit of Support) of Sassari, Traversa La Crucca 3, 07100 Sassari, Italy.



ART. 3 – AMOUNT DUE

The amount due for the supply of this contract is equal to € **25,000.00 (twenty-five thousand/00)** - excluding VAT in accordance with law - determined pursuant to the economic Offer formulated by the economic operator in the tender.

The amount due, stated above, is fixed and invariable for the entire duration of the contract.

ART. 4 – SECURITY CHARGES

This contract does not provide for interfering risks existing in the workplace of the CNR IBIMET, where it is expected that the economic operator must conduct a marginal part of the activities, in addition to those specific for the activities of the economic operator, and, therefore, there are not charges for the safety as for the combined provisions of art. 86, paragraph 3-*bis*, and 3-*ter* of Legislative Decree n. 163/2006, and art. 26 paragraph 3 of the Decree n. 81/08. Therefore, for this type of assignment, the document for the evaluation of the interference risk (DUVRI, *Documento Unico di Valutazione dei Rischi da Interferenze* in Italian) is not expected to be prepared.

ART. 5 – DELIVERY TIMING

The delivery will be made at the place referred into the article 2 of this contract, starting from the day following the signing of the contract and until the closing date of the project, scheduled for October 31, 2016, unless extended.

The supply shall be implemented according to a timetable of work to be agreed with the CNR IBIMET, and strictly related to compliance the administrative deadlines expected in the project.

ART. 6 – CHECKING THE COMPLIANCE OF THE SUPPLY

The Director of the contract, within thirty (30) calendar days from the delivery of the supply, will start a procedure for checking the compliance of the supply, with the purpose of ascertaining the proper execution of the supply compared to the conditions and terms established in the contract, and giving a certificate of regular execution when it appears that the economic operator has fully and regularly performed the contractual services.

It is without prejudice to the economic operator's liability for any faults or defects in relation to



functionalities not verifiable during the process of compliance checking of the supply.

ART. 7 – PENALTIES

In case of failure to meet the terms of delivery, specified in Article 5 of this contract, the economic operator is obliged to pay a penalty equal to 0.3‰ (zero point three per thousand) of the contract, net of expenses tax, for each calendar day of following and continuous delay, without prejudice to any further damages and costs resulting from the delay.

The CNR IBIMET may compensate claims resulting from the application of penalties, with the amount due to the economic operator for any reason without warning, further investigation or prosecution.

The amount of penalties shall not exceed the total sum equal to 10% (ten percent) of the overall amount due as in Art. 3 of this contract, excluding VAT; in any case the CNR IBIMET maintains the faculty to proceed with the dissolution of the contract, after giving formal notice to comply, and without the economic operator having any right to claim whatsoever.

ART. 8 – CONTRACT DISSOLUTION

The economic operator recognizes the right of the CNR IBIMET, whether it may occurs even one of the cases provided below, to resolve "*ipso iure*" the contract, pursuant to Article 1456 of the Italian Civil Code, by sending notice by registered letter or e-mail to the addresses elected by the economic operator, without prior formal notice, and the intervention of the competent judicial authorities, as well as the right to award the contract to a third party in damage to the economic operator, and without prejudice to the application of penalties, in one of the following assumptions:

- a) if the contractor suspends or discontinues unilaterally, and without valid justification, the execution of the supply;
- b) fraud in the execution of contractual obligations;
- c) if the contractor transfers the contract and/or subcontracts its obligations;
- d) in the case of an arrangement with creditors, compulsory wound up or bankruptcy borne by the supplier;
- e) violation "anti-mafia" legislation;
- f) state of non-compliance of the contractor with regard to all debts incurred during the



exercise of their business and the performance of the contract;

- g) revocation, forfeiture, cancellation of any licenses or permits required by rule of special and general laws;
- h) execution of the contract with staff not regularly employed or contracted;
- i) verified non-compliance with the law on the prevention of work accidents, workplace safety and employees' obligatory insurance, and compliance with collective bargaining agreements.

For any reason the contract is dissolved, the economic operator will be required to pay compensation for all direct and indirect damages and higher costs borne by the CNR IBIMET for the remaining contract period.

In the event of early dissolution of the contract, the CNR IBIMET reserves the right to take over, even during the delivery process of the supply, the tenderer that is classified as second on the final ranking list of the tender.

Also the burden of the higher price than that one agreed with the tenderer with which the supply is continued, paid by the CNR IBIMET, will be borne by the economic operator.

ART. 9 – PERFORMANCE GUARANTEE

To ensure the proper execution of this contract, a guarantee, provided by the economic operator, equal to XX% (xxxxxxx percent) of the net contract amount, pursuant to art. 113 of Legislative Decree 163/2006, is provided by means of a bank guarantee/insurance policy issued by the bank/insurance company_____

The deposit will cover the cost associated with the failure or improper performance, and ceases to have effect at the date of issue of the official statement for a proper execution.

The guarantee must specifically provide for the waiver of the benefit of prior examination of the principal debtor, the waiver exception provided for in Article 1957, paragraph 2, of the Italian Civil Code, as well as effectiveness of the guarantee within fifteen days from a written request made by the CNR IBIMET.



ART. 10 – PAYMENT METHOD

The payment of the contractual amounts will take place in two tranches, each representing 50% of the total amount provided in the same contract for the supply of the service, and will be executed within thirty (30) calendar days after invoicing, and behind the presentation of a report on the activities conducted during the period concerned. The payment of the first tranche will take place by December 2015; the payment of the second tranche will be linked to the date of delivery of the final financial statement and report (no later than 30 days from the end of the project).

The payment of the invoice will be made by bank transfer and will be subject to verification of compliance by the economic operator, of all the contractual conditions, compliance with the law (eg DURC) as well as in front of the presentation, together with the invoice, of the traceability statement of cash flows.

If not, the payment deadline is suspended until fulfillment of deliverables, unless and reserved all other measures by the CNR IBIMET.

In relation to the due payment, expenses for the application of any penalties for late execution will be recovered.

ART. 11 – INVOICE ISSUANCE

The successful tenderer will issue the invoice showing:

a) header:

ISTITUTO DI BIOMETEOROLOGIA DEL CNR U.O.S. SASSARI

Traversa La Crucca 3 – 07100 Sassari

P. IVA: 0211831106

b) the IGC (Race Identification Code); the UCP (Unique Code Project); (*in Italian CIG Codice Identificativo Gara and CUP Codice Unico di Progetto*)

c) the reference to the contract issued by the CNR IBIMET;

d) the rate of VAT as required by law (for established entities and/or identified for VAT in Italy);

e) the bank account dedicated for payment of the contract.



ART. 12 – COMPLIANCE WITH LAWS, ORDERS, REGULATIONS

In executing the supply, the economic operator is obligated to fully implement all the provisions contained in the National and Local Collective Bargaining Agreement (CBA) for employees operating in the sector object of this tender, and in force for the time and in the place where the supply is provided. The economic operator must pay, in respect of its employees, all the social security contributions and insurance which belong to the employer, raising the CNR IBIMET from any liability.

In addition to the full and exact compliance with the national and European Union legislation in force, the economic operator, except as already expressly regulated in these specifications, is bound to the strict observance of:

- the Accounting Regulations of the Italian State, approved by Royal Decree of 23 May 1924, n. 827;
- the Decree of the President of the National Research Council, May 4, 2005, n. 0025034, published in the Official Gazette of the Italian Republic n. 124 dated 30/05/2005, "Regulations for the Administration, Accounting and Finance of the National Research Council" (in Italian: "Regolamento di Amministrazione, Contabilità e Finanza del Consiglio Nazionale delle Ricerche");
- Legislative Decree n. 12 April 2006 n. 163 and subsequent amendments "Code of public contracts for works, services and supplies in implementation of Directives 2004/17/EC and 2004/18/EC";
- Law of August 13, 2010, n. 136 and subsequent amendments "Extraordinary plan against the mafia";
- Presidential Decree October 5, 2010, n. 207, "Regulations of execution and implementation of the legislative decree 12 April 2006 n. 163 "on the" Code of public contracts for works, services and supplies";
- the rules of the Italian Civil Code as applicable.

The economic operator agrees, as of now, to compliance with all applicable laws on health and safety at work, with particular reference to the Legislative Decree April 9, 2008, n. 81, "*Testo unico Sicurezza Lavoro*" ("Consolidated Security Work"), and subsequent amendments.



In view of the above, the economic operator will be responsible for the work of the staff reporting to it, as well as for all damages to persons and property that the same staff may cause to the CNR IBIMET, to its employees, and also to the same economic operator, and it is liable to pay the same.

The CNR IBIMET and all its staff will be considered exempt from any liability relating to the performance of the supply.

The economic operator is committed, since now, to raise the CNR IBIMET and its staff from any harassment or action, with no exclusions or exceptions, which possibly could be moved against them; in particular undertakes to set off the CNR IBIMET itself and its staff of what may be required to reimburse to third parties for facts related to the provision of the service supplied.

To this aim, the economic operator is in possession of an insurance policy to cover the risks of third-party liability and towards workers employed, issued by the Company_____.

ART. 13 – FINANCIAL TRACKING OBLIGATIONS

The economic operator assumes all obligations of traceability of financial flows, pursuant art. 3 of Law August 13, 2010 n. 136, and subsequent amendments.

Failure to use bank or postal transfer or other instruments for receipt or payment suitable to allow full traceability of financial flows constitutes grounds for rescission of the contract, in accordance with art. 3, paragraph 9-bis of Law August 13, 2010 n. 136.

The economic operator agrees to immediately inform the CNR IBIMET and the Prefecture - Territorial Office of the Government of the province of Sassari – about the noncompliance in performing the obligations of financial traceability of its counterpart.

ART. 14 – PROHIBITION OF CONTRACT TRANSFER AND OF SUBCONTRACTING

The economic operator will be required to perform by itself the supply in question. It is not permitted any form, total or partial, of transfer of the contract or of the supply, and it is not permitted the subcontracting of the same with the subsequent transfer to third parties of contractual liability, either partial or total.



ART. 15 – DISPUTE SETTLEMENT AND COMPETENT COURT

Any dispute that may arise during the course of the contract will be entrusted to the ordinary Courts. Competent Court will be located in Sassari.

ART. 16 – FULL OFFICIAL ADDRESS

For the notification of all acts of any kind regarding this contract, the economic operator gives the address for service at its headquarter office at (give full address)

The economic operator is required to notify to the CNR IBIMET any subsequent change of address for service stated. In the absence of such notification, all the economic consequences due to the untimely mail delivery, including those emerging from any delay in the execution of the contract, are borne to the economic operator.

ART. 17 – PRIVACY POLICY

Personal data of the economic operator will be processed exclusively for the purposes of carrying out the procedures relative to this contract, and for legal obligations, pursuant the Legislative Decree n.196, June 30 2003 “Code regarding the protection of personal data”, and subsequent amendments.

ART. 18 – STAMP DUTY AND CONTRACT REGISTRATION

This contract will be registered only in case of use pursuant the Part II of the Tariff of Presidential Decree of 26/04/1986 n.131. In that case, the cost of stamp duty and registration of this contract shall be borne by the party that decides to provide for the registration. The Contracting Parties declare that the aforementioned corresponds to their intentions and wishes, and for expressing their approval, they sign this contract which consists of nine pages and eighteen articles.

Place, Date

For the CNR IBIMET

(Dott. Pierpaolo Duce)

For the _____

(_____)



The undersigned _____, legal representative of the economic operator _____ declares to have detailed and perfect knowledge of all the contractual terms and documents therein contained, pursuant to art. 1341 of the Italian Civil Code; in particular, declares to accept all terms and conditions therein contained, and he/she declares to have particularly considered what was established in the relevant clauses and agreed with; hereby specifically declares to accept the terms and conditions set out in Artt. 5 (Delivery timing), 6 (Checking the compliance of supply), 7 (Penalties), 8 (Contract dissolution), 9 (Performance guarantee) 10 (Payment method), 12 (Compliance with laws, orders, regulations), 13 (Financial tracking obligations), 15 (Dispute settlement and Competent Court), 16 (Full Official Address).

For the _____

(_____)

SCHEMA DI CONTRATTO