



ANNEX "E"

CIG.(Contract Identification Code): 60711718CB

CUP (Unified Project Code): B52I12000270005

CONTRACT

For the provision of a supply consisting in **“System for THz Time Domain Spectroscopy (THz-TDS) equipped with femtosecond laser source and fiber-coupled emitter and receiver”**, to be delivered to the Italian National Research Council - Institute for Complex Systems (CNR-ISC), based at UOS Sapienza, Dept. of Physics, University of Rome “Sapienza”, Piazzale Aldo Moro 2, 00185 Rome (Italy).

between

the Institute for Complex Systems of the National Research Council of Italy (hereinafter also referred to as “C.N.R. ISC”) tax code 80054330586 and VAT registration number 02118311006, Via dei Taurini 19, 00185 Rome, represented by the Director of the Institute , Prof. Claudio Conti

and

the Supplier _____ (hereinafter also referred to as “Supplier”),
Address _____, tax code _____
and VAT registration number _____, represented by _____,
tax code _____, in his/her capacity as _____, as
attested by _____

GIVEN THAT

- a) by Act issued by the Director of CNR-ISC dated December 22, 2014 Ref. no. 0002717, a negotiated procedure was authorized, in compliance with the principles set out in art.125 of Legislative Decree n.163 of 12/04/2006, to award the supply of a **“System for THz Time Domain Spectroscopy (THz-TDS) equipped with femtosecond laser source and fiber-coupled emitter and receiver”** to be delivered to C.N.R.-ISC, Unit of Rome “Sapienza”, c/o Department of Physics, Sapienza University, Piazzale Aldo Moro 5, 00185 Rome (Italy);
- b) C.N.R.-ISC carried out a negotiated tender procedure, on the basis of the most favorable offer criteria, under art. 82 of Legislative Decree n. 163/2006, for the supply mentioned in paragraph a);
- c) according to the results of the aforementioned tender, reported in the minutes drawn up by the Award Committee, the offer of the Supplier _____ turned out to be the first in the ranking list;
- d) the due verification of requirements on the Supplier was carried out successfully;
- e) the final award was communicated to the Supplier by letter Prot. N. _____ of _____ received by the same Supplier on _____; and it is therefore necessary to proceed to the stipulation of the contract.

For all of the foregoing, the parties hereby stipulate the following contract



ART. 1 – PREMISES AND ANNEXES

The premises, the acts and the documents referred to therein, even if not physically attached, form an integral and substantial part of this contract. Likewise, even if not physically attached, the economical offer of the supplier of the _____ enclosed on the official records with Prot. N. _____ forms an integral and substantial part of this contract.

ART. 2 – OBJECT OF THE CONTRACT

The object of the present contract is the supply of a “**System for THz Time Domain Spectroscopy (THz-TDS) equipped with femtosecond laser source and fiber-coupled emitter and receiver**” (hereinafter also referred to as “supply”), to be delivered to the C.N.R.- ISC, Unit of Rome “Sapienza”, Department of Physics, Sapienza University, Piazzale Aldo Moro 5, 00185 Rome (Italy).

ART. 3 – AMOUNT DUE

The amount due for the supply of this contract is equal to €..... /00 (euro...../00) net of Value Added Tax, according to the economic Offer formulated by the supplier in the tender.

The above mentioned price is fixed and invariable for the entire duration of the contract.

ART. 4 – CHARGES FOR SAFETY

This contract does not foresee any interfering risks in the workplace of the C.N.R. ISC, where the Supplier shall work, in addition to those specific risks due to the Supplier itself and, therefore, the burden on the security referred to in Art.86, paragraph 3-bis and 3-ter of Legislative Decree 163/2006 and subsequent amendments and in Art. 26 paragraph 3 of Legislative Decree. N. 81/08 does not exist. Consequently, for this type of supply no Document of Risk Assessment shall be issued.

ART. 5 – DELIVERY AND INSTALLATION

The supply shall have to be delivered and installed at the place referred into the article 2 of this contract, **within 70 (seventy) calendar days** from the day following the stipulation of the contract.

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.

In case of failure of compliance checks, rejected goods will be returned at Supplier's expenses for transportation both ways and all related labor and packaging costs shall be borne by the Supplier; in this case, without prejudice, the C.N.R.- ISC may, in its sole discretion, request delivery of replacement goods or cancel the order in whole or part without liability to the Supplier. Rejected goods shall be at the Supplier's risk as soon as rejection is notified to Supplier notwithstanding the same are in the C.N.R.- ISC possession. The C.N.R.- ISC shall not be liable for payment in relation to rejected goods.

ART. 7 – PENALTIES

In the case of delayed delivery/installation, set out in Article 5 of this contract, the Supplier shall pay to the C.N.R. ISC for every running day of delay a penalty amounting to **1 ‰ (one per thousand)** of the total value of the contract, net of fiscal charges, without prejudice to any further damages and costs resulting from the delay.



The C.N.R. ISC may offset claims arising from the application of penalties, with the amount due to the Supplier for any reason without warning, further investigation or prosecution.

The total amount of penalty shall not exceed **10% (ten percent)** of the total net value of the contract set out in Art.3 of this contract, excluding VAT; in any case the CNR ISC maintains the faculty to proceed with the termination of the contract, after giving formal notice to comply, without the supplier having any right to claim whatsoever.

ART. 8 – TERMINATION OF THE CONTRACT

The supplier recognizes the right of the C.N.R. ISC, whether it may occurs even one of the cases listed below, to terminate “ipso iure” the contract, pursuant to Article 1456 of the Italian Civil Code, by sending notice by registered letter with an acknowledgement of receipt to the addresses elected by the supplier, without prior formal notice, and the intervention of the competent judicial authorities, and also the right to award the contract to a third party in damage to the supplier, and without prejudice to the application of penalties, in one of the following assumptions:

- a) if the supplier suspends or discontinues unilaterally, and without valid justification, the execution of the supply;
- b) fraud in the execution of contractual obligations;
- c) if the supplier 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 or of any other similar proceedings under national laws or regulations;
- e) violation “anti-mafia” legislation;;
- f) state of non-compliance of the supplier with regard to all debts incurred during the exercise of his 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 under contract;
- i) verified non-compliance with the law on the prevention of work accidents, workplace safety and employees’ obligatory insurance, and also compliance with collective bargaining agreements.

For any reason the contract is cancelled, the supplier will be required to pay compensation for all direct and indirect damages and higher costs borne by the C.N.R. ISC for the remaining period.

In the event of early dissolution of the contract C.N.R. ISC reserves the right, in the course of delivery, to replace the Supplier with the tenderer that is classified as second on the final ranking list of the tender. The Supplier will have to bear the burden of the higher price paid by C.N.R. ISC, resulting in the difference between the contract price and the price offered by the Company with which the contract is continued.

ART. 9 – GUARANTEE OF PERFORMANCE

In compliance with art.113 of Legislative Decree 163/2006, to ensure the proper execution of this contract, the supplier has provided a guarantee equivalent to the extent of **10 % (ten percent)** of the net contract price, by the bank guarantee/insurance policy no. _____ dated _____ issued by the bank/insurance company _____.

The above guarantees cover charges for failure or improper performance of the Supplier, and shall cease to have effect at the date of issue of the acceptance certificates of the goods by the C.N.R. ISC according to the clause 6 of the present contract.

The above guarantees expressly provide for the waiver of the benefit of prior examination of the principal debtor, the waiver exception in Article 1957, paragraph 2, of the Civil Code, as well as the operation of the guarantee thereof within fifteen days to request in writing from the C.N.R. ISC

ART. 10 – PAYMENT METHOD



The payment of the contractual amount will be effected within **30 (thirty) calendar days** behind the presentation of a report of regular execution of the supply and after invoicing.

The payment of the invoice will be made by bank transfer and will be subject to checking of compliance by the supplier, with all the contractual conditions, with the law (eg. DURC) as well as, together with the invoice, on presentation 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 C.N.R.ISC.

Expenses for the application of any penalties for late execution will be recovered during the payment of invoices.

ART. 11 – INVOICE ISSUANCE

The supplier shall submit itemized invoice showing:

1. header:

**CNR – ISC Istituto dei Sistemi Complessi
Sede di Roma
Via dei Taurini 19, 00185 Roma
VAT 02118311006
C.F. (Fiscal Code) 80054330586**

2. the CIG (Race Identification Code): **60711718CB**;
3. the CUP (Unique Code Project): **B52112000270005**;
4. the CUU (Unique Code Office): **TVEC3J**;
5. the reference to the contract (Prot. N. and date);
6. the object of the supply;
7. the rate of VAT as required by law (for established entities and/or identified for VAT in Italy);
8. banking coordinates dedicated for the payment of the contract with “IBAN” code
9. for the foreign suppliers the “Commodity Code”

ART. 12 – COMPLIANCE WITH LAWS, ORDERS, REGULATIONS

In executing the supply, the supplier has a legal obligation to fully enforce all the regulations 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 supplier must pay, in respect of its employees, all the social security contributions and insurance which belong to the employer, absolving the C.N.R. ISC of any liability.

In addition to the full and exact compliance with the national and European Union legislation in force, the supplier, 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 May 23,1924, 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 on May 30, 2005 n. 124, “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 April 12, 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 April 12, 2006, n. 163 on “Code of public contracts for works, services and supplies”;
- the rules of the Italian Civil Code as applicable.



The supplier 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 supplier 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 C.N.R. ISC, to its employees, and also to the supplier itself, and it is liable to pay compensation for damages.

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

The Supplier is committed, since now, to raise the C.N.R. ISC 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 ISC 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 Supplier 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 supplier hereby acknowledges the provisions of article 3 of Law August.13, 2010, no.136, and subsequent amendments, pertaining to the mandatory traceability of financial flows.

Failure to use bank or postal transfers or other systems allowing for full traceability of the operations, shall lead to termination of this Contract by law.

The supplier agrees to immediately inform the CNR ISC and the Prefecture – Territorial Office of the Government of the province of Rome – about the noncompliance in performing the obligations of financial traceability of its counterpart.

ART. 14 – PROHIBITION OF CONTRACT TRANSFER AND OF SUBCONTRACTING

The supplier 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 Rome.

ART. 16 – FULL OFFICIAL ADDRESS

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

_____ n. _____, Postal Code _____, (Town) _____,
(Country) _____

The supplier is required to notify to the C.N.R. ISC 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 supplier.

ART. 17 – PRIVACY POLICY

Personal supplier’s data will be processed exclusively pursuant the Legislative Decree n. 196, June 30, 2003 and subsequent amendments. The data holder is C.N.R. ISC.

ART. 18 – STAMPDUTY AND CONTRACT REGISTRATION

This contract will be registered only in case of use pursuant the Part II of the Tariff of Presidential Decree of April 26, 1986, n. 131. In that case, the cost of stamp duty and contract registration 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 six pages and eighteen articles.



Place, date

For the CNR ISC
The Director
(Prof. Claudio Conti)

(_____)

The undersigned _____, legal representative of the supplier
_____ 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 clause and agreed with; hereby specifically declares to
accept the terms and conditions set out in Artt.5 (Delivery and installation), 6 (Checking the compliance
of the supply), 7 (Penalties), 8 (Termination of the Contract), 9 (Guarantee of performance), 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 Supplier

(_____)