

VIALE DELL'UNIVERSITÀ, 16 - AGRIPOLIS  
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CF 80006480281 - P.IVA 00742430283

## CONTRACTUAL CONDITIONS

**OBJECT: Direct assignment of the supply of goods pursuant to art. 50 paragraph 1 letter. b) of Legislative Decree no. 36/2023, via the Ubuy platform (MeUnipd/Procurement Portal)**

### ADMINISTRATIVE PART

<b>Client/Contracting Authority (SA):</b> University of Padua – Department of Comparative Biomedicine and Nutrition – BCA – Viale dell'Università, 16- Agripolis 35020 Legnaro (PD) – CF 80006480281 – VAT number 00742430283	
<b>Object:</b>	The contract has as its object the supply of goods better described in the following technical part of this contract.
<b>Economic amount (including any contractual changes):</b>	The overall amount of the subject supply is equal to what is offered by the contractor and is equal to Euro 14.600,00The overall economic amount indicated above includes contractual variations pursuant to art. 120 Legislative Decree 36/2023.
<b>Effective date and duration</b>	The duration of the supply is 30 days from the time of stipulation.
<b>Tender documentation</b>	The Economic Operator must send to the SA or attach to the procedure: - E-DGUE model in .xml format as per the model prepared by the Contracting Authority e compiled by uploading to the DGUE ESPD portal which can be reached at the link ( <a href="https://espd.eop.bg/espd-web/filter?lang=it">https://espd.eop.bg/espd-web/filter?lang=it</a> ) and according to the indications contained in the guide reference portal; - Flow traceability declaration.
<b>Billing and payments:</b>	Payment, where no exceptions arise on supplies and related invoices, will take place within 30 (thirty) days "d.r.f" (date of receipt of invoice). The invoices, pursuant to Ministerial Decree no. 55 of 3 April 2013, must be sent in electronic format (FE) and through the Exchange System (Sdi) managed by the MEF, drawn up according to the tax regulations in force, made out to the University of the Studies of Padua – Department of Comparative Biomedicine and Nutrition – BCA – Viale dell'Università, 16- Agripolis 35020 Legnaro (PD) – CF 80006480281 – VAT number IT00742430283
<b>Penalties</b>	In the event of irregularities being found in the execution of supplies or violations of the provisions of this document, the following penalties will be applied, without prejudice to compensation for further damage, as well as any termination of the contract pursuant to art. 1454 of the civil code: - for delayed or failed delivery of the supply, for each day of delay, according to the methods specified in the technical part, one per thousand (1xthousand) of the net contractual amount; - for non-compliance of the goods delivered with respect to the specifications indicated in the technical part, one per thousand (1xthousand) of the net contractual amount per day until complete conformity. The application of penalties can take place according to the following methods: to. credit compensation: the Organization is given the right to offset the credits deriving from the application of the penalties referred to in these Contractual Conditions with the amount due to the Contractor for any reason, therefore also with the accrued fees; b. enforcement of the final deposit for an amount equal to that of the penalties: the Entity is given the right to recover the deposit produced by the Contractor at the time of signing the contract. The above penalties are imposed upon written notification by the Institution, to be made by certified email (PEC). If 7 days have passed from receipt of the dispute without the contractor having raised sufficient and adequate reasons, the penalties will be considered accepted. The amounts charged will be recovered by direct withholding from the amount for the period in which the measure is taken, without prejudice to the above. The application of the penalty does not exempt the Contractor from fulfilling the obligation for which he has defaulted.

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	The application of penalties does not prejudice the compensation of any damages or further costs incurred by the Organization. The overall amount of any penalties imposed may not in any case exceed 10% of the overall amount of the contract. Once 10% of the amount is exceeded, the contract is automatically terminated.
Referral and final rules	For anything not expressly provided for by the documents prepared by the Entity, reference is made to the current community and national provisions regarding public procurement for the supply of goods and services (Legislative Decree no. 36/2023 and subsequent modifications and additions and references).

### **TECHNICAL PART**

#### **SUBJECT OF THE SUPPLY AND CHARACTERISTICS OF THE PRODUCTS/SERVICES**

- Recombinant Mugil FSH – 1400 MICROGRAMS
- Recombinant Mugil LH – 1400 MICROGRAMS.

#### **TOTAL PRICE OF THE SUPPLY**

- Euro 14.600,00, plus VAT (0,00%)

#### **DELIVERY OF GOODS/ACTIVATION OF SERVICES**

30 DAYS FROM THE DATE OF CONCLUSION