

SPECIAL CONDITIONS OF CONTRACT (CPC_AD_PNRR)

SUBJECT: Direct purchase (affidamento diretto) of the Eukaryotic mRNA sequencing service pursuant to Article 50(1)(b) of Legislative Decree No. 36/2023 through "Portale Appalti Unipd" Portale Appalti Unipd direct negotiation code: n. PG015816 SINGLE PROJECT CODE [CUP]: C13C21000160005

ADMINISTRATIVE SECTION

Client/Contracting Authority (CA) University of Padua – Department of Comparative Biomedicine and Food Science- Viale dell'Università 16, 35020 Legnaro (PD) Padua - Tax Code 80006480281 - VAT No. 00742430283	
Object:	The object of the contract is the following sequencing service: - Eukaryotic mRNA Sequencing: no. 1 Extraction – no. 2 Sample QC/Library preparation & Sequencing (6Gb/Sample) – no. 3 Data Quality Control – no. 4 AWS – no. 5 Shipment Fee as better described in the following technical part of this contract.
Amount (including any contractual changes):	The total amount of the service in question is the amount offered by the contractor and is EUR 5.450,90 without workers' safety charges, including labour costs set by the Entity not subject to discount pursuant to Article 41(13) of the Code, plus VAT in accordance with the law. The above total amount is inclusive of contractual changes pursuant to Article 120 of Legislative Decree No. 36/2023.
Effective date and duration	The duration of the service is 1 month with effect from the date established in the contract
Procurement documents and NRRP compliance	The Economic Operator shall send to the CA or attach to the procedure: - <u>E-ESPD form in .xml format</u> as per the template prepared by the Contracting Authority and completed by uploading to the ESPD portal accessible at the link https://unipd.ubuy.cineca.it/mdgue/ and according to the instructions contained in the portal guide; - <u>Declaration on the Traceability of Financial Flows</u> ; - <u>Offer Template, i.e., the Excel file provided by the Entity</u> that must be completed in its entirety with the precise indication of the all-inclusive unit prices and the total price; The financial offer consists of the following items: amount subject to discount, safety charges not subject to discount, and labour costs established by the Entity not subject to discount pursuant to Article 41(14) of Legislative Decree No. 36/2023. The operator must also indicate, under penalty of exclusion, pursuant to Article 108(9) of Legislative Decree No. 36/2023 in the dedicated fields the company's security costs and its own labour costs, other than those indicated by the Contracting Authority, except for supplies without installation or intellectual services. - <u>Form P</u> - labour costs and company costs for workplace health and safety compliance - containing the declarations referred to in Article 108(9) of Legislative Decree No. 36/2023 as amended and supplemented - <u>certificates or self-declarations</u> as per the list contained in the attachment called "Request"
Invoicing and Payments:	Payment shall be made within 30 (thirty) days from the date the invoice is received, if no objections are raised regarding the supplies and related invoices. Invoices, in accordance with Ministerial Decree No. 55 of 3 April 2013, must be sent in electronic format and through the Exchange System ("Sistema di Interscambio - Sdi") managed by the MEF, drafted according to the tax regulations in force, addressed to the University of Department of Comparative



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Reference legislation and final provisions, acceptance of general conditions of contract	For anything not expressly provided for in the deeds prepared by the Entity, reference is made to the currently applicable EU and national provisions on public procurement for the supply of goods and services (Legislative Decree No. 36/2023 as amended, supplemented and referenced). For matters not expressly provided for, please refer to the GENERAL CONDITIONS OF CONTRACT (GCA_AD) published at the link: https://www.unipd.it/condizioni-general-contratto which form an integral and substantive part of this contract. Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Contractor expressly declares that he/she approves, if awarded the contract, all the clauses and conditions reported above and set forth in the GENERAL CONDITIONS OF CONTRACT (CGC_AD) published at the link: https://www.unipd.it/condizioni-general-contratto, and in particular those in Articles 8 (Final Guarantee), 17 (Liability for Accidents and Damage), 20 (Termination due to Non-performance and Withdrawal), 25 (Changes Introduced to the Contract), 29 (Disputes), certifying their acceptance and effectiveness by submitting the relevant offer.

TECHNICAL SECTION

Art. 1 OBJECTS

Sequencing services:

Eukaryotic mRNA Sequencing:

- no. 1 Extraction	Qty 1 Unit Price Eur 0,00	Line Totale	Eur 0,00
- no. 2 Samples QC/Library preparation & Sequencing (6Gb/Samples)	Qty 70 Unit Price Eur 76,50	Line Total	Eur 5.355,00
-no. 3 Data Quality Control			
- no.4 AWS	Qty1 Unit Price Eur 95,90	Line Total	Eur 95,90
-no. 5 Shipment Fee	Qty 1 Unit Price Eur 0,00	Line Totale	Eur 0,00
TOTAL (VAT Excluded)			EUR 5.450,90

as per your quotation no. **BMKAC2025030101** date issued 03/01/2025

Art. 2 TURNAROUND TIME

- Eukaryotic mRNA Sequencing: 15 working days after Samples QC confirmation