

ENGLISH VERSION

GENERAL CONDITIONS OF CONTRACT

SUBJECT: Direct award of the supply/service pursuant to Art. 50, paragraph 1, letter b) of Legislative Decree no. 36/2023, through Me.PA./MeUnipd/Procurement Portal, CIG/CUP as indicated in the Special Conditions of Contract (CPC_AD)

ADMINISTRATIVE PART

- Art. 1 - Recitals / Preamble
- Art. 2 - Subject Matter
- Art. 3 - Economic Value of the Contract
- Art. 4 - Effective Date and Contractual Duration
- Art. 5 - Procurement Documentation
 - Foreign Operators
- Art. 6 - Validity and Duration of the Offer
- Art. 7 - Finalization of the Contract - Execution
- Art. 8 - Performance Bond / Definitive Guarantee
- Art. 9 - Stamp Duty
- Art. 10 - Invoicing and Payments
- Art. 11 - Traceability of Financial Flows
- Art. 12 - Social Clauses
- Art. 13 - Contractual Relations
- Art. 14 - Suspension of Performances
- Art. 15 - Protection of Personal Data
- Art. 16 - Confidentiality Obligations
- Art. 17 - Liability for Accidents and Damages
- Art. 18 - Obligations Arising from the Employment Relationship
- Art. 19 - Operational Safety Regulations
- Art. 20 - Termination for Breach and Withdrawal
- Art. 21 - Termination of the Contract due to Subsequent Consip Conventions
- Art. 22 - Subcontracting and Sub-awarding
- Art. 23 - Prohibition of Assignment of Credit and Contract
- Art. 24 - Penalties / Liquidated Damages
- Art. 25 - Variations Introduced to the Contract
- Art. 26 - Price Revision Clause
- Art. 27 - Judicial Liquidation of the Contractor or Death of the Owner
- Art. 28 - Contractual Expenses
- Art. 29 - Disputes
- Art. 30 - Code of Conduct and Anti-Corruption Prevention
- Art. 31 - Access to Documents - Confidential Aspects
- rt. 32 - Final Provisions and Referrals

ADMINISTRATIVE PART

Art. 1 - Recitals / Preamble

1. The University of Padua, hereinafter referred to as the "Entity," intends to proceed with the awarding of the supply/service indicated in the Special Conditions of Contract.
2. Participation in the procedure implies the implicit, full, unreserved, and unconditional acceptance of all the rules set forth in these Special Conditions of Contract, as well as the general conditions of contract of Me.Pa/MeUnipd/Procurement Portal (AD profile), the University Regulation for Administration, Finance, and Accounting of the University of Padua, and the provisions of the Public Procurement Code.
3. In carrying out the procedure, the principles set forth in Articles 1 to 12 of Legislative Decree 36/2023 must be respected.

Art. 2 - Subject Matter

1. These Specifications govern the contract between the University of Padua (hereinafter, for brevity, "Entity") and the company, or the alternative subject referred to in Art. 65 of Legislative Decree 36/2023, that has been awarded the supply/service indicated in the Special Conditions of Contract (hereinafter, for brevity, "Contractor").

2. The procurement covers the supply/services indicated in the Special Conditions of Contract, as further described in this award documentation, which is to be understood as an integral part of this contract.

Art. 3 - Economic Value of the Contract

1. The total amount of the supplies/service in question is equal to the amount offered by the contractor and is indicated in the Special Conditions of Contract (*CPC_AD*).
2. The Entity reserves the right, in any case, to use any difference between the offer submitted by the contractor and the baseline bidding amount to increase the performances in terms of time and quantity up to the competition of the aforementioned amount, for a maximum of an additional 6 months. This option is not to be understood as a variation pursuant to Art. 120 of the Code.
3. The contract consideration shall, in any case, refer to what is actually and regularly executed and verified by the Entity. The contract price is determined by the contractor at their own risk based on their own calculations, investigations, and estimates, and is, therefore, fixed and unalterable regardless of any unforeseen event or contingency, with the contractor assuming all related risks and uncertainties.
4. The execution of the supply/service must be carried out in a workmanlike manner and, in any case, according to the technical characteristics and deadlines indicated in the Technical Part and its relevant annexes (where present), to which reference is fully made.

Art. 4 - Effective Date and Contractual Duration

1. The duration of the service/supply is indicated in the Special Conditions of Contract, taking effect from the date established in the contract, or in the early execution report pursuant to Art. 50, paragraph 6 of Legislative Decree 36/2023, or from the signing of the execution report for justified reasons pursuant to Art. 17, paragraph 8 of Legislative Decree 36/2023.

Art. 5 - Procurement Documentation

1. The Economic Operator must send to the Contracting Authority (SA) or attach to the procedure the documentation indicated in the Special Conditions of Contract (*CPC_AD*). The verification of general, technical-organizational, and economic-financial requirements for awarding public contracts takes place, pursuant to Art. 99 of Legislative Decree 36/2023, through the Virtual File of the Economic Operator (FVOE 2.0), as established by Resolution 262/2023: the production and uploading of documents into the system is the responsibility of the Economic Operators.
2. By accessing the file, the Economic Operator has the possibility to create a repository to collect useful documents for participation in public contract award procedures.
3. User access is permitted exclusively through the use of digital identity devices of LoA3 level (second-level SPID, CIE, or eIDAS). Operational instructions for registration as well as the terms and technical rules for the acquisition, updating, and consultation of data can be found on the page: Virtual File of the Economic Operator - FVOE - www.anticorruzione.it.
4. Under penalty of exclusion, only offers equal to or lower than the baseline amount referred to in Art. 3 are admitted.
5. The peremptory deadlines for submitting the Offer are indicated in the Invitation Letter on the Mepa platform and in the award documentation uploaded to the /Meunipd/Procurement Portal platform.

The following are excluded:

- 1.1. Offers exceeding the amount referred to in Art. 2;
- 1.2. Multiple offers or variant offers compared to what is established in the Award Documentation;
- 1.3. Conditional offers or those expressed in an indefinite manner or with reference to another offer of their own or of others;
- 1.4. Alternative offers;
- 1.5. Offers containing exceptions and/or reservations of any nature, or those non-compliant with the conditions indicated in the award documentation;
- 1.6. Offers for goods/services that do not respect the minimum characteristics or involve methods that deviate, in a worse sense, from those established in these Special Conditions of Contract and their relevant annexes;
- 1.7. Offers that replace, modify, and/or supplement the conditions established in the Award Documentation;
- 1.8. Incomplete and/or partial offers.

Without prejudice in any case to the provisions of Art. 70, paragraph 4 of Legislative Decree 36/2023, the contracting Entity reserves the right not to award the contract as a whole:

- If the offer is found to be disadvantageous or unsuitable in relation to the subject matter of the contract, without the operator being entitled to claim any right, title, or pretense in this regard;
- If the offer is submitted after the peremptory deadlines specified in the invitation or in the award documentation for the submission thereof.

Foreign Operators

1. For economic operators who are non-resident and lack a permanent establishment in Italy, the acquisition of data necessary for the verification of requirements is carried out pursuant to Art. 40, paragraph 1 of the Presidential Decree no. 445 of December 28, 2000, and the relevant verification is performed in accordance with the methods provided for by Art. 71, paragraph 2 of the same decree.
2. Economic operators established abroad are admitted to participate pursuant to Art. 65, paragraph 1 of Legislative Decree 36/2023.
3. Without prejudice to what is stated below, economic operators established in other EU member states, as well as those established in countries signatory to the Agreement on Government Procurement in Annex 4 of the Agreement establishing the World Trade Organization, or in countries that, under other rules of international law or bilateral agreements signed with the European Union or Italy, allow participation in public procurement under conditions of reciprocity, qualification is permitted under the same conditions required of Italian companies.
4. The aforementioned economic operators qualify for the individual tender by producing documentation compliant with the regulations in force in their respective countries, suitable to demonstrate possession of all the requirements prescribed for the qualification and participation of Italian economic operators.
5. For the purposes of assessments relating to the causes of exclusion referred to in Articles 94 and 95 of Legislative Decree 36/2023 regarding candidates or bidders not established in Italy, the contracting authority shall ask, if necessary, to provide the required evidentiary documents, and may also request the cooperation of the competent authorities. Foreign bidders must produce equivalent certifications, declarations, and documents according to the legislation in force in the countries where they are established, or according to the provisions of Art. 3 of Presidential Decree 445/2000.
6. If no document or certificate is issued by another EU State, a sworn statement shall constitute sufficient proof, or, in Member States where no such statement exists, a declaration made by the interested party before a competent judicial or administrative authority, a notary, or a qualified professional body authorized to receive it in the country of origin or provenance. In the event that the administration requires professional suitability pursuant to Art. 100, paragraph 1, letter a) of Legislative Decree 36/2023, a citizen of another EU member state who is non-resident in Italy may be required to prove their enrollment pursuant to Art. 100, paragraph 1, letter a) of Legislative Decree 36/2023 in accordance with the procedures in force in the State of residence, in one of the professional or commercial registers referred to in Annex II.11 of Legislative Decree 36/2023 as recalled by Art. 100, paragraph 3, by means of a sworn statement or according to the procedures in force in the member state in which they are established. Economic operators belonging to Member States that do not appear in the aforementioned annexes shall attest under their own responsibility that the certificate produced was issued by one of the professional or commercial registers established in the country where they reside. In public procurement procedures for services/supplies, if candidates or tenderers must hold a specific authorization or belong to a specific organization to be able to provide the service in question in their country of origin, the contracting authority and/or the contracting entity may request them to prove possession of such authorization or membership in the organization concerned.

Art. 6 - Validity and Duration of the Offer

1. The offer is binding for the period indicated in the tender notice or invitation and, in the absence of such indication, for one hundred and eighty days from the deadline for its submission. The contracting authority and the granting entity, by means of a reasoned act, may request tenderers to defer the deadline.

Art. 7 - Finalization of the Contract - Execution

1. The contract shall be deemed validly finalized with the uploading into the System of the "Stipulation Document" (or the stipulation documents in case of award of the two lots to different economic operators) digitally signed by the Ordering Point.
2. The following documents form an integral part of the contract:
 - The Direct Negotiation and attached Procurement Documentation, including this document;
 - The Economic Offer, Model P, and the related documentation of the Contractor, provided they do not conflict with the aforementioned Procurement Documentation;
 - The Award Provision(s) of the Entity;
3. The conditions and methods for executing the contractual performances are those indicated in these special conditions of contract and in the submitted Offer.
4. *(Only for awards exceeding 40,000 euros)* At the time of signing the contract, the contractor is required to pay a stamp duty proportional to the value of the contract, determined on the basis of Table A, ANNEX 1.4 to Legislative Decree no. 36/2023. *(Applicable where required in the Special Conditions of Contract)*

Art. 8 - Performance Bond / Definitive Guarantee

1. Following the award, the contractor must present a performance bond (definitive guarantee), set at 5% of the contract amount, pursuant to Art. 53, paragraph 4 of the Code.

2. The guarantee is established in the form of a cash deposit or by means of a surety bond and must comply with the standard schemes referred to in the Decree of the Ministry of Economic Development Ministerial Decree no. 193/2022.
3. The security deposit is established:
 - o **a)** at the institution in charge of the treasury service, Intesa Sanpaolo, Padua branch (PD) or at authorized companies, as a pledge in favor of the contracting authority, exclusively by payment through the PagoPA payment system (*FOR STRUCTURES: govern the specific payment methods in light of the provisions found at the following link <https://afip.unipd.it/pagopa>*)

or alternatively

- o **b)** (*FOR CENTRAL ADMINISTRATION OFFICES insert the following*) "by connecting to the dedicated page of the "Payments Portal" PagoAtenei of the University of Padua (Italian page: <https://unipd.pagoatenei.cineca.it/frontoffice/modellopagamento?id=125>; English page: <https://unipd.pagoatenei.cineca.it/frontoffice/modellopagamento?id=1>), excluding the subjects referred to in paragraph 5 of this article: once the mandatory fields are filled in, it is possible to proceed with "immediate payment" choosing from the various online methods available or, vice versa, print the Payment Notice and make the payment at a later time (within the deadlines indicated in the notice, without prejudice to the tender deadlines) using one of the payment channels mentioned in the Notice; the receipt of the payment made through PagoPA must be downloaded from the link <https://unipd.pagoatenei.cineca.it/frontoffice/scaricaricevuta> and inserted into the administrative envelope.
4. Or by a surety bond issued by banking or insurance companies that meet the solvency requirements provided for by the laws governing their respective activities, or by financial intermediaries registered in the register referred to in Article 106 of the consolidated text of laws on banking and credit matters, referred to in Legislative Decree September 1, 1993, no. 385, who exclusively or prevalently perform the activity of issuing guarantees and who are subject to statutory audit by an audit firm registered in the appropriate register and who possess the minimum solvency requirements required by current banking and insurance regulations. The surety bond must be issued and signed digitally by the economic operator and by the person vested with the signing powers who releases it. It must also be verifiable online at the issuer's office or managed through the use of platforms operating with technologies based on distributed ledgers pursuant to Article 8-ter, paragraph 1, of Decree-Law December 14, 2018, no. 135, converted, with modifications, by Law February 11, 2019, no. 12, compliant with the characteristics established by AGID with the provision referred to in Article 26, paragraph 1.
 5. Economic operators, before proceeding with the signing, are required to verify that the guarantor is in possession of the authorization to issue guarantees by accessing the following websites:
 - o <http://www.bancaditalia.it/compiti/vigilanza/intermediari/index.html>;
 - o <http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/garanzie-finanziarie>;
 - o <http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/soggetti-Non-legittimati/Intermediari> non abilitati.pdf;
 - o http://www.ivass.it/ivass/imprese_jsp/HomePage.jsp.
 6. Without prejudice to the methods for establishing the performance bond referred to in the preceding paragraph, if the bidder is an economic operator not resident in the national territory, the provisional guarantee can also be established at their discretion by SEPA bank transfer or cashier's checks with payment made to the account held by the Entity at Intesa Sanpaolo - Padua branch - IBAN Code: IT13Z0306912117100000046107, and the original of the payment must be presented with the indication of the IBAN code of the subject who made the payment itself.
 7. If the bidder is an entity or subject that falls within the Single Treasury regime (Law 24.03.2012 n.27), the method of establishing the provisional guarantee referred to in point b) of paragraph 3 is not permitted. The payment may also be made via account transfer to the account held by the University of Padua at the Bank of Italy: IBAN IT95Z0100004306TU0000008649; the receipt of the account transfer must be attached to the tender documentation, indicating the Single Treasury account of the bidder.
 8. In case of provision of the performance bond in the form of a surety bond, this must:
 - o **a)** comply with the standard policy schemes referred to in the Decree of the Ministry of Economic Development no. 193/2022;
 - o **b)** be accompanied by a statement in lieu of an affidavit from the guarantor, attesting to the power to bind, by signature, the guarantor company towards the Entity. Signatory subjects mean agents, brokers, officials, and, in any case, subjects vested with powers of representation of the Credit Institution or Insurance Company that issues the guarantee title. This declaration must be accompanied by a photocopy of a valid identity document of the aforementioned subjects. The Entity reserves the right to carry out random checks by directly questioning the Credit/Insurance Institutions regarding the guarantees issued and the powers of the signatories. Without prejudice to the production of the specific

self-declaration or, alternatively, the notary declaration, it is specified that, should the provisional guarantee be devoid of it, the Entity will request the regularization of what has been produced. As an alternative to the statement in lieu of an affidavit, the guarantee may be accompanied by a notary authentication of the signature concerning the qualification, powers, and identity of the subjects signing the guarantee title, with fulfillment of the stamp duty;

- c) be made out to all economic operators of the established/constituting temporary grouping, network enterprise aggregation, or ordinary consortia or EEIG;
 - d) expressly provide for:
 - the waiver of the benefit of prior enforcement of the principal debtor referred to in Art. 1944 of the Civil Code, intending and meaning to remain jointly and severally bound with the debtor;
 - the waiver of the right to raise exceptions regarding the expiration of the deadlines referred to in Art. 1957 of the Civil Code;
 - their entry into effect within fifteen days upon simple written request of the Contracting Authority;
 - e) provide that the competent Court, for any dispute that may arise against the Entity, shall be exclusively that of the Judicial Authority where the Entity has its seat: Padua.
9. The signing of the performance bond by a person not legitimized to issue the guarantee or not authorized to bind the guarantor is not subject to remedy (*sanabile*) and is therefore a cause for exclusion.
 10. The performance bond is progressively released according to the progress of the execution, up to a maximum limit of 80 percent of the initial guaranteed amount in accordance with the provisions of Art. 117 paragraph 8 of the Code.
 11. In the case of temporary groupings, the surety bonds and insurance guarantees are presented, upon irrevocable mandate, by the proxy/lead company (*mandataria*) in the name and on behalf of all the bidders, without prejudice to the joint and several liability among the companies pursuant to Art. 117 paragraph 13 of the Code.
 12. The guarantee ceases to have effect only on the date of issuance of the certificate of regular execution and according to the methods provided for by paragraph 8. The contracting authority may request the awardee to reinstate the guarantee if it has been reduced in whole or in part; in case of non-compliance, the reinstatement is carried out against the price installments to be paid pursuant to Art. 117 paragraph 3 of the Code.

Art. 9 - Stamp Duty

1. (*Applicable only for awards equal to and exceeding 40,000 euros*) The value of the stamp duty, which the contractor is required to pay at the time of signing the contract, is determined on the basis of Table A, ANNEX 1.4, based on increasing brackets in relation to the maximum amount provided for in the contract, including any explicitly established options or renewals. The stamp duty due is equal to Euro 40.00 for procedures with an amount from Euro 40,000.00 to 140,000.00.
2. The payment of the tax replaces the stamp duty due for all acts and documents concerning the selection procedure and the execution of the procurement, with the exception of invoices, notes, and similar documents referred to in Article 13, point 1, of Table A annexed to the Presidential Decree of October 26, 1972, no. 642.
3. By provision of the Director of the Revenue Agency, the electronic payment methods are identified, distinct from those referred to in Article 3, paragraph 1, letter a), of the Presidential Decree no. 642 of 1972, consistent with the full digitization of procurement, in order to reduce management and document conservation burdens.

Art. 10 - Invoicing and Payments

1. Payment, provided no exceptions arise regarding the supplies and related invoices, will take place within the terms indicated in the Special Conditions of Contract (*CPC_AD*). The invoice will be issued following the issuance of the certificate of compliance verification (which can be replaced with the certificate of regular execution pursuant to Art. 50 paragraph 7 for below-threshold procedures) by the R.U.P./D.E.C., with a payment order in favor of the Contractor, on the basis of what has been regularly executed and verified by the Entity, subject to verification of compliance with contributory, social security, and insurance obligations;
2. Invoices, pursuant to Ministerial Decree no. 55 of April 3, 2013, must mandatorily be sent in electronic format (Fe) and through the Exchange System (Sdi) managed by the MEF, drafted according to the fiscal regulations in force, addressed to the University of Padua as indicated in the Special Conditions of Contract.
3. The Contractor shall not be entitled to claim interest for any delay in the due payment, provided this depends on the performance of regulatory obligations necessary to make it executive.
4. In the liquidation of invoices, account will also be taken of the potential application of penalties.
5. Pursuant to Art. 11 paragraph 6 of Legislative Decree 36/2023, a withholding of 0.50% (zero/50%) will be applied to the progressive net amount of the performances. The withholdings can be released only at the stage of final liquidation, after the approval by the Entity of the compliance verification, subject to the issuance of the D.U.R.C. (Single Contribution Regularity Document). Invoices will be issued following the positive verification by the R.U.P./D.E.C., with a payment order in favor of the Contractor, on the basis of what has been regularly executed

and verified by the Entity, subject to verification of compliance with contributory, social security, and insurance obligations.

6. The Contractor, under their sole responsibility, shall promptly inform the Entity of any changes that may occur regarding the credit methods; in the absence of such communication, the Contractor may not raise exceptions regarding any delays in payments, nor regarding payments already made.
7. *(Applicable in case of need for reporting referable to European projects)* Based on the debit fund, orders exempt from VAT pursuant to Art. 72 of Presidential Decree 633/72 might be issued. In such cases, single shipments or shipments whose value exceeds €300.00 are required.

Art. 11 - Traceability of Financial Flows

1. The Contractor assumes the obligations of traceability of financial flows provided for by Law no. 136 of August 13, 2010, and subsequent amendments and integrations, both in relations towards the Entity and in relations with subcontractors and any sub-contractors in general, belonging to the chain of enterprises of this contract, under penalty of absolute nullity of the same.
2. The Contractor, subcontractor, or sub-contractor who has knowledge of the counterparty's non-fulfillment of financial traceability obligations shall immediately notify the Entity and the Prefecture - Territorial Government Office of the Province of Padua.
3. The aforementioned Law no. 136/2010 and subsequent amendments and integrations also apply to financial movements relating to any assigned credits. Pursuant to the Resolution of the Authority for the Supervision of Public Contracts of December 22, 2010, no. 10, the Contractor, in case of assignment of credits, undertakes to communicate the C.I.G. to the assignee, possibly also in the deed of assignment, so that it is reported on the payment instruments used. The assignee is required to use a dedicated current account(s) as well as to advance payments to the Contractor by bank or postal transfer to the dedicated current account(s) of the Contractor itself, reporting the C.I.G. communicated by the same.
4. The Contractor binds themselves to use, for the purposes of payments relating to this contract, both "active" from the Entity and "passive" towards the Operators of the chain, one or more bank or postal current accounts, opened with banks or with Poste Italiane S.p.A., "dedicated" - even non-exclusively - to public contracts. This fulfillment is also charged to subcontractors and sub-contractors of the chain of Companies involved in the procurement for any reason.
5. The Contractor is required to declare the identification details of the dedicated bank or postal current account(s), even non-exclusively, to the public contract in question, as well as the generalities and tax code of the persons delegated to operate on them. This declaration, made pursuant to Presidential Decree no. 445/2000 and subsequent amendments and integrations, will be released by the Legal Representative of the Contractor within 7 (seven) days, counting from the opening of the aforementioned account or, in the case of already existing current accounts, from their first use in financial transactions relating to the public contract. The same subject is obliged to communicate any changes to the transmitted data within 7 (seven) days from the occurrence of the same.
6. For the purposes of Art. 3, paragraph 7, of Law no. 136/2010 and subsequent amendments and integrations, the Contractor is also required to communicate to the Entity the above details, referred to subcontractors and any sub-contractors.
7. Without prejudice to further hypotheses of termination provided for by the contract, it is agreed that the failure to use bank or postal transfer, or other instruments suitable to allow full traceability of operations, constitutes grounds for termination of the same. For the purposes of traceability of financial flows, the payment instruments must report, in relation to each transaction put in place by the Entity and by the other subjects referred to in the preceding paragraph 1, the tender identification code (CIG).
8. The Contractor, through a Legal Representative or a subject vested with a specific Power of Attorney, will transmit the contracts signed with subcontractors containing, under penalty of absolute nullity, the obligations of traceability of financial flows referred to in Law no. 136/2010 and subsequent amendments and integrations.
9. With reference to subcontracts stipulated for the execution, even non-exclusive, of the contract, the Contractor binds themselves to transmit to the Entity a specific declaration made pursuant to Presidential Decree no. 445/2000, attesting that in the relevant subcontract a specific clause has been inserted, under penalty of absolute nullity, by which the subcontractor assumes the obligations of traceability of financial flows referred to in Law no. 136/2010 and subsequent amendments and integrations. It remains understood that the Entity reserves the right to proceed with random checks on the veracity of what has been declared in this regard, requesting for this purpose the production of the stipulated subcontracts, and to adopt, as an outcome of the completed verification, any most appropriate determination, pursuant to law and contract.

Art. 12 - Social Clauses

1. *(Where provided, it is applicable only for awards of service contracts other than those of an intellectual nature and supplies without installation and for concession contracts, taking into account the type of intervention).* Pursuant to Art. 57 of Legislative Decree 36/2023 and in compliance with the provisions of the National Collective

Bargaining Agreements and community agreements, in case of change of management, the obligation is established for the winning Company to absorb and use with priority in the performance of the service, if available, the workers who were already assigned to it as working members or employees of the previous awardee, provided that their number and qualification are harmonizable with the business organization chosen by the incoming entrepreneur (cf. Opinion of the Authority for supervision of public contracts for works, services, and supplies 13/3/2013 no. AG19/13 and 20/13).

2. It is specified that in the contract in place, the employee personnel is classified under the CCNL as indicated in the Special Conditions of Contract (*CPC_AD*).

Art. 13 - Contractual Relations

1. Unless otherwise provided, the Entity will normally make and receive all declarations and, in general, communications inherent to the technical activities of the contract through the Project Manager (RUP) and may also provide with the help of one or more operational directors identified by the contracting authority in relation to the complexity of the contract as established in Art. 31 of Annex II.14 of the Code.
2. Technical indications for performing the activities will be imparted by the Project Manager. This subject will have the task of checking that the contract is executed technically according to the times, methods, and programs contained in the contract and in the reference documents, checking, in agreement with the competent offices of the Entity, that all administrative and accounting acts inherent to the activities are correct and, in any case, compliant with rules and customs of the Entity.
3. The Contractor must ensure that, within their own organization, there is a single reference center to which the Entity can turn for requests, information, reports of disservices or anomalies, and any other communication relating to the contractual relationship.
4. The Service Manager will provide, on behalf of the Contractor, to supervise that each phase of the contract corresponds to what is established by the contractual documents and will be the natural correspondent of the Project Manager.
5. Any appointment of a new Service Manager on behalf of the Contractor in replacement of the previous one must be communicated in writing to the Entity with an advance notice of at least fifteen natural and consecutive days compared to the date of implementation of the provision.

Art. 14 - Suspension of Performances

1. The Contractor cannot suspend the execution of performances following a unilateral decision, even in the event that disputes with the Entity are underway.
2. Any suspension of performances by unilateral decision of the Contractor constitutes a breach of contract and determines the consequent termination of the contract for fault as well as the forfeiture of the security deposit by the Entity. In this case, the Entity reserves the right to proceed against the Contractor for all consequent costs arising from the contractual termination, including higher contractual expenses possibly sustained by the Entity and resulting from those arising from the new contractual relationship.

Art. 15 - Protection of Personal Data

1. The Contracting Authority (Data Controller) provides candidates with the information notice referred to in Articles 13 and 14 of the EU Regulation through the Privacy section of the institutional website consultable at the address www.unipd.it/privacy.
2. With the submission of the offer and the signing of the contract, the Contracting Authority and the candidates undertake to base the processing of personal data on the principles of correctness, lawfulness, and transparency in full compliance with EU Regulation 2016/679 (General Data Protection Regulation) and Legislative Decree June 30, 2003, no. 196 and subsequent amendments and integrations (Personal Data Protection Code).

Art. 16 - Confidentiality Obligations

1. The Contractor shall be obliged to keep confidential the data and information of which they come into possession, not to disclose them in any way, and not to make them the object of use for any reason for purposes other than those strictly necessary for the execution of the contract. This obligation does not concern data that are or become of public domain, as well as ideas, methodologies, and technical experiences that the Contractor develops or realizes in execution of these contractual performances.
2. The Contractor undertakes to ensure that in processing data, information, and knowledge of the Entity of which they may come into possession, the necessary and appropriate security measures are adopted and processing methods are employed that do not compromise in any way the character of confidentiality or otherwise cause damage.
3. Confidential information, data, and knowledge cannot be copied or reproduced in whole or in part by the Contractor except for operational needs strictly connected to the development of the activities covered by the object of the procurement.
4. In any case, it is specified that all obligations regarding confidentiality will be respected even in case of cessation of the contractual relationship and in any case for the five years following the cessation of effectiveness of the contractual relationship.

5. The Contractor will be responsible for the exact compliance by their employees and consultants with the aforementioned confidentiality obligations.
6. In case of non-compliance with confidentiality obligations, the Entity shall have the right to declare the contract terminated by law, without prejudice to the fact that the Contractor will be required to compensate all damages that may derive to the Entity.

Art. 17 - Liability for Accidents and Damages

1. The Contractor is civilly and criminally liable for damages, of any nature, that may derive to persons, property, and things following the execution of contractual performances.
2. All measures aimed at avoiding the occurrence of damage to property, environment, things, or accidents to persons in the execution of the contract are at the expense of the Contractor.
3. Should accidents to persons or damage to property occur during the execution of the contract, the RUP compiles a specific report indicating the fact and the presumable causes and adopts the appropriate measures aimed at reducing harmful consequences for the Entity.
4. The burden for restoring works or compensating damages to places, things, or third parties determined by missed, delayed, or inadequate assumption of necessary measures is totally borne by the Contractor, independently of the existence of adequate insurance coverage.

Art. 18 - Obligations Arising from the Employment Relationship

1. The Contractor binds themselves to comply with all obligations towards their employees arising from legislative and regulatory provisions in force on protection, safety, health, insurance, assistance, contribution, and remuneration, assuming all related costs at their own expense. In particular, the Contractor undertakes to respect in the execution of obligations arising from the contract the provisions referred to in Legislative Decree April 9, 2008, no. 81 and subsequent amendments and integrations.
2. The contractor is required to observe, according to the provisions of Art. 11 of Legislative Decree no. 36/2023, the economic and normative treatment established by the national and territorial collective agreement in force for the sector and for the area in which performances are executed and specified in the Special Conditions of Contract (*CPC_AD*), or the contractor is required to observe equivalent protections as results from the collective agreement indicated at the stage of offer.
3. The Contractor binds themselves, likewise, without prejudice in any case to the treatment of better favor for the employee, to continue to apply the above-indicated collective agreements, even after their expiration and until their replacement.
4. Obligations relating to national collective labor agreements, referred to in the preceding paragraphs, bind the Contractor for the entire period of validity of the contract, even in the case where they do not adhere to the stipulating associations or withdraw from them.
5. Costs and responsibilities resting on the Contractor referred to in Art. 119 paragraph 7, Legislative Decree no. 36/2023 in case of subcontracting remain firm.
6. The Contractor binds themselves to demonstrate, at any request of the Entity, compliance with all provisions relating to social insurance, arising from laws and collective labor agreements, which provide for the payment of contributions by employers in favor of their employees. For the above purposes, this Entity will acquire, ex Art. 16 bis of Decree-Law November 29, 2008, no. 185 converted with modifications by Law no. 2/2009, the Single Contribution Regularity Document (D.U.R.C.) attesting the contributory and social security position of the Contractor towards their employees.
7. Pursuant to Art. 11 paragraph 6 of Legislative Decree 36/2023, in case of contribution non-compliance resulting from the single contribution regularity document relating to employee personnel of the awardee or subcontractor or subjects holding subcontracts and piecework, employed in the execution of the contract, the contracting authority retains from the payment certificate the amount corresponding to the non-compliance for subsequent direct payment to social security and insurance institutions. In any case, a withholding of 0.50 percent is applied to the progressive net amount of performances; withholdings can be released only at the stage of final liquidation, after approval by the contracting authority of the certificate of regular execution, subject to the release of the single contribution regularity document. In case of delay in the payment of remunerations due to personnel referred to in the first sentence, the Project Manager invites in writing the non-compliant subject, and in any case the awardee, to provide within the next 15 fifteen days. Where the groundlessness of the request has not been formally and reasonably contested within the deadline referred to in the third sentence, the contracting authority pays back wages directly to workers even during the course of works, deducting the relevant amount from sums due to the contract awardee or from sums due to the non-compliant subcontractor in case direct payment is provided for.
8. In case of a "negative" D.U.R.C. for two consecutive times, contract termination will take place, subject to contesting charges and assigning a deadline of no less than 15 (fifteen) days for presenting counter-deductions. Where obtaining the negative D.U.R.C. for two consecutive times concerns the subcontractor, the Entity pronounces, subject to contesting charges to the subcontractor and assigning a deadline of no less than 15

(fifteen) days for presenting counter-deductions, the forfeiture of authorization referred to in Art. 119, paragraph 4, of Legislative Decree no. 36/2023, giving simultaneous reporting to the Observatory for insertion into the "computer record".

Art. 19 - Operational Safety Regulations

1. All activities described in these specifications must be carried out by the Contractor in full compliance with current health, safety, and occupational hygiene regulations and, in particular, the provisions of Legislative Decree April 9, 2008, no. 81 and subsequent amendments and integrations.
2. *(Applicable only if safety costs not subject to bidding are provided for)* The indication of safety costs for the reduction/elimination of interference risks recognized to the Contractor for executing the service/supply object of this contract takes into account the costs that the Contractor must bear for information and training of specific contents for safety; these costs, estimated and indicated by the Entity, cannot be subject to downward bidding. In particular, all costs relating to activities for installing signs are borne by the contractor and included in estimated costs (by way of merely exemplary and non-exhaustive title, PPE, rolling scaffolds, and any other necessary structure and/or safety device are reported). The Entity will provide the Contractor with the unique document for assessment of interference risks (hereinafter DUVRI) on a specific University model, available at the site <https://www.unipd.it/sicurezza-appalti>. This document will be duly signed, at the stage of contract stipulation, for acknowledgement and acceptance; therefore, said document will form an integral part of the Contract and can then be updated, also upon proposal of the Contractor, in case of modifications of a technical, logistical, or organizational nature affecting execution methods of contractual performances.
3. In order to guarantee effective collaboration with emergency management services of University buildings, attention is drawn to the necessity of taking knowledge of escape routes, emergency exits, safety devices, and procedures to follow in case of evacuation indicated in maps posted inside premises.
4. For safety purposes, the economic operator must demonstrate having complied with current regulatory provisions, in particular regarding drafting the Risk Assessment Document, presence of Personal Protective Equipment, completed appointment of Prevention and Protection Service with its Manager, and staff training/information.

Art. 20 - Termination for Breach and Withdrawal

1. Pursuant to Art. 122 of Legislative Decree 36/2023, contracting authorities can terminate a procurement contract without time limits if one or more of the following conditions occur:
 - o **a)** substantial modification of the contract, which requires a new procurement procedure pursuant to Article 120;
 - o **b)** with reference to modifications referred to in Article 120, paragraph 1, letters b) and c), exceeding thresholds referred to in paragraph 2 of the aforementioned Article 120 and, with reference to modifications referred to in Article 120, paragraph 3, exceeding thresholds referred to in the same Article 120, paragraph 3, letters a) and b);
 - o **c)** the awardee found themselves, at the time of contract award, in one of the situations referred to in Article 94, paragraph 1, and should have therefore been excluded from the tender procedure;
 - o **d)** the procurement should not have been awarded in consideration of a serious breach of obligations arising from treaties, as recognized by the Court of Justice of the European Union in a proceeding pursuant to Article 258 of the Treaty on the Functioning of the European Union.
2. Contracting authorities terminate a procurement contract if against the contractor:
 - o **a)** forfeiture of qualification attestation has occurred for having produced false documentation or mendacious declarations;
 - o **b)** a definitive measure has occurred ordering the application of one or more prevention measures referred to in code of anti-mafia laws and relevant prevention measures, referred to in Legislative Decree September 6, 2011, no. 159, or a final sentence of conviction has occurred for crimes referred to in Chapter I of Title IV of Part V of this Book.
3. The procurement contract can furthermore be terminated for serious breach of contractual obligations by the contractor, such as to compromise successful outcome of performances. The director of works or execution director, if appointed, when verifying a serious breach pursuant to the first sentence, starts in cross-examination with the contractor the proceeding governed by Article 10 of Annex II.14. As an outcome of the proceeding, the contracting authority, upon proposal of RUP, declares the contract terminated with a written act communicated to the contractor. Such cases include:
 - o **a)** repeated and serious non-observance of methods and timelines for implementing requested performances, which were followed by at least three written contests, compared to provisions in these specifications and offer presented at award stage;
 - o **b)** cessation or any unilateral suspension/interruption of activities for a time even non-consecutive of three days, even if motivated by existence of disputes with Contracting Authority;
 - o **c)** assignment - total or partial, direct or indirect - of contract, or unauthorized assignment of credits deriving from the latter, or conferring, in any way and form, powers of attorney for collection;

- **d)** missed complete reinstatement of performance bond, possibly enforced, within deadline of 10 (dieci) natural and consecutive days from receiving relevant request by Contracting Authority;
 - **e)** non-compliance with anti-mafia regulations and other regulatory provisions in force on the matter;
 - **f)** any other cause involving, on the part of Awardee, loss of general order requirements for participation in public tenders, as defined by Art. 94 and 95 of Legislative Decree 36/2023;
 - **g)** non-compliance with current regulations on labor, accidents at work, hygiene, social security, and all obligations provided for by cited Legislative Decree no. 81/08 and/or non-observance of obligations provided for by category collective contracts, national and regional, even after their expiration until their replacement;
 - **h)** missed communication within deadline provided by contract of every variation occurring in its corporate assets, as well as legal seat of enterprise;
 - **i)** non-compliance with confidentiality obligations;
 - **m)** in case total amount of penalties exceeds 10% (ten percent) of its value. In such case, the Entity will have the right to forfeit the performance bond, as well as proceed to execution to the detriment of the awardee. Right to compensation for any greater damage remains safe. Termination of contract does not exempt awardee from compensation for damages suffered by contracting authority due to circumstances determining termination and/or consequent and connected. In case of contract termination, the contractor undertakes to provide the Entity with all evidentiary documentation relating to services/supply performed, which has not yet been delivered.
4. The Contracting Authority has the right to unilaterally withdraw from Contract at any time according to methods provided by Art. 123 of Legislative Decree 36/2023. Any declaration of termination, or withdrawal for just cause, must be sent via PEC. In such cases, termination or withdrawal take effect from date of receipt of relevant declaration. From effective date of termination or withdrawal, the Awardee must cease all contractual performances, ensuring that such cessation does not cause any damage to Contracting Authority.
5. Pursuant to Art. 124 of Legislative Decree 36/2023, the Entity will proceed to progressively challenge subjects who participated in the procedure, as resulting from relevant ranking, in order to stipulate a new contract for completion of service object of procurement. Awarding will take place at same conditions already proposed by original awardee at offer stage.

Art. 21 - Termination of the Contract due to Subsequent Consip Conventions

1. Based on provisions of combined provisions of Art. 1, paragraph 3 of Decree-Law 95/2012, as converted by Law 135/2012, and Art. 1, paragraph 450 of Law 296/2006, the University of Padua will proceed to terminate the contract stipulated as an outcome of this procedure should, during execution of contract, services provided therein become available within a convention stipulated:
- by Consip, pursuant to Art. 26 of Law 488/1999;
 - or, by regional purchasing alliance (*centrale di committenza regionale*), pursuant to Art. 1 paragraph 455 of Law 296/2006.

Art. 22 - Subcontracting and Sub-awarding

1. Should the Contractor have availed themselves at offer stage of faculty to subcontract, or should they avail themselves of sub-contracts not constituting subcontracting, the same must respect provisions indicated in Art. 119 of Legislative Decree no. 36/2023 and subsequent modifications and/or integrations.

Art. 23 - Prohibition of Assignment of Credit and Contract

1. Regarding assignment of contract and assignment of credit, reference is made respectively to Art. 119 and Art. 120 of Legislative Decree no. 36/2023.

Art. 24 - Penalties / Liquidated Damages

1. In case of verified irregularity in executing supplies/service indicated in Special Conditions of Contract or violations of provisions of this document, penalties will be applied according to specifications in list reported below, without prejudice in any case to compensation for further damage, as well as potential contract termination pursuant to Art. 1454 of Civil Code. Penalties can be applied also cumulatively and the list is to be understood as merely exemplary and non-exhaustive, always saving cases of termination.
2. Should non-fulfillments occur on part of contractor due to causes non-dependent on force majeure or fact attributable to Entity, or delays compared to contractual obligations, the Entity reserves faculty, always saving right to compensation for any greater damage, as well as potential withdrawals and contract terminations, to apply penalties, even cumulative among them, in following measures:
- for delay in activating service/delivering supply, according to methods specified in technical part, a penalty will be applied for each day of delay equal to 1.5 per thousand (1.5‰) of net contractual amount;
 - for missed compliance with requirements as consequence of findings made by Entity, for each day up to complete compliance with received indications 1.5 per thousand (1.5xthousand) of net contractual amount;

- for non-conformity of delivered goods/in performing requested service compared to specifications indicated in technical part, 1.5 per thousand (1.5xthousand) of net contractual amount per day up to complete compliance;
 - for every other non-fulfillment Euro 200 (two hundred/00);
 - for violation of rules on topic of safety at work, also with reference to materials, vehicles, tools, and equipment employed to render performance, Euro 200 (two hundred/00) for each day in relation to which a violation is verified and for each worker. In any case, workers not in regularity will not be able to perform services, the Entity reserving, in case of control, faculty to intimate and warn them from continuing performances;
 - for violations on topic of personal data processing, Euro 100 (hundred/00) for each day necessary to adopt safety measures suitable to ensure application of rules on protection of personal data;
 - where applicable, for missed production of gender report on situation of male and female personnel referred to in paragraph 3 of Art. 47 of Decree-Law 77/2021 euro 100.00 (hundred/00);
 - where applicable, for missed respect of quota of 30 percent of hirings of youth and women euro 100.00 (hundred/00);
 - where applicable, for missed production of declaration relating to fulfillment of rules governing right to work of persons with disabilities and report relating to such fulfillment and potential sanctions and measures in three-year period preceding expiration date of offer submission, euro 100.00 (hundred/00);
 - Further potential violations specifically traceable to individual award or variation in amounts of above-indicated hypotheses are expressly reported in Special Conditions of Contract.
3. Application of penalties can take place based on following methods:
- **a) credit compensation:** faculty is given to Entity to compensate credits deriving from application of penalties referred to in these Contractual Conditions with what is due to Contractor for any reason, therefore also with matured considerations;
 - **b) enforcement of performance bond for amount equal to that of penalties:** faculty is given to Entity to recover on guarantee produced by Contractor at act of contract stipulation.
4. Above penalties are comminated subject to written contest by Entity, to be made via certified electronic mail (PEC).
5. Once 7 days have elapsed from receiving contest without the contractor having opposed sufficient and adequate motivations, penalties will be understood as accepted. Recovery of charged amounts will proceed via direct withholding on consideration of period in which measure is assumed, saving what is above-indicated.
6. Application of penalty does not exonerate Contractor from fulfilling obligation for which they rendered themselves non-compliant.
7. Application of penalties does not prejudice compensation for potential damages or further costs sustained by Entity.
8. Pursuant to Art. 50, paragraph 4 of DL no. 77/2021 total amount of penalties potentially comminated cannot in any case exceed 20% of global amount of contract. Once 20% of amount is exceeded, contract is terminated by law.

Art. 25 - Variations Introduced to the Contract

1. Pursuant to Art. 120 paragraph 9 of Legislative Decree 36/2023, should during course of execution an increase or decrease of performances be necessary up to competition of fifth of contract amount, the contracting authority can impose on contractor execution under conditions originally provided. In such case, contractor cannot assert right to contract termination.
2. **Technical extension (*Proroga tecnica*):** In exceptional cases, the contract in course of execution can be extended for time strictly necessary to conclusion of procedure for identifying new contractor if conditions indicated in Art. 120 paragraph 11 occur. In such case contractor is held to execution of performances object of contract at same prices, pacts, and conditions provided in contract.
3. The Contractor anyway will not be able to introduce variations to supply or service object of contract, except subject to previous written agreement with Entity. Every contravention to this provision will be at complete responsibility of the same. Modifications not previously authorized do not give title to payments or refunds of any kind and, where Project Manager judges it appropriate.
4. The Entity reserves right to introduce further modifications and contractual variations exactly as expressly indicated in Special Conditions of Contract (*CPC_AD*).

Art. 26 - Price Revision Clause

1. Pursuant to Art. 60, paragraph 1, lett. b) of Legislative Decree 36/2023, the Contracting Authority provides applicability of price revision clause, which activates at occurrence of particular conditions of objective nature determining a variation of cost of supply/service, in increase or decrease, exceeding 5% of total amount and operate in measure of 80% of variation itself, in relation to performances to execute. Pursuant to Art. 60 paragraph 2 bis of Legislative Decree 36/2023, for contracts of services and supplies, faculty remains firm to insert in

contract, in addition to clauses referred to in paragraph 1, ordinary mechanisms for adjusting price of contract to inflationary index conventionally identified between parties. In such hypothesis, price increase recognized in virtue of ordinary mechanisms for adjusting contract price is not considered in calculation of variation of cost of service or supply relevant, pursuant to paragraph 2, letter b), for purposes of activating price revision clauses.

2. For purposes of determining variation of costs and prices, indices specified in Art. 60 Legislative Decree 36/2023 are used.
3. Annex II.2-bis governs methods of applying price revision clauses, taking into account nature and commodity sector of procurement, and available indices and specifies methods of payment, also in consideration of potential recourse to subcontracting.
4. Price revisions are not admitted for procurements providing immediate execution of performance (non-duration procurements).

Art. 27 - Judicial Liquidation of the Contractor or Death of the Owner

1. Judicial liquidation of Contractor involves *ope legis* dissolution of procurement contract or legal bond arisen following award.
2. Should the Contractor be "individual" Enterprise, in case of death, interdiction, or incapacitation of Owner, it is faculty of Entity to continue contract with their heirs or "successors in interest", or, withdraw from contract.
3. Should the Contractor be a Grouping of Enterprises, in case of judicial liquidation of "lead/proxy" Enterprise (*mandataria*) or, if individual Enterprise, in case of death, interdiction, or incapacitation of Owner, the Entity has faculty to continue contract with other Enterprise of group or other, in possession of prescribed suitability requirements, entered into group in dependence of one of aforesaid causes, which is designated "lead", or, to withdraw from contract. In case of judicial liquidation of a "principal" Enterprise (*mandante*) or, if individual Enterprise, in case of death, interdiction, or incapacitation of Owner, the lead company, should it not indicate another incoming Enterprise, in possession of prescribed suitability requirements, is held to execution of performance directly or by means of other principal Enterprises.
4. Pursuant to Art. 124 of Legislative Decree no. 36/2023 and subsequent amendments and integrations, in case of judicial liquidation of Contractor, the Entity reserves faculty to progressively challenge subjects who participated in tender, resulting from relevant ranking, in order to stipulate a new contract for completion of performances object of procurement. Awarding will take place at same conditions already proposed by original Awardee at offer stage. (Contracting authorities can provide in tender documents that new award takes place at conditions proposed by challenged economic operator).

Art. 28 - Contractual Expenses

1. All expenses inherent and consequent to this contract are borne by the Contractor, including those provided by current regulations relating to stamp duty.

Art. 29 - Disputes

1. Arbitration competence for definition of potential disputes is excluded.
2. Any contestation that could manifest during execution of service, this will never give right to contractor to assume unilateral decisions, such as suspension, reduction, and/or modification of service itself.
3. For all disputes arisen between Entity and contractor, mentioned in writing, should resolution via administrative path not be reached, judicial path will be approached.
4. Exclusive competence of Court of Padua remains anyway established.

Art. 30 - Code of Conduct and Anti-Corruption Prevention

1. The Contractor undertakes to respect provisions of Presidential Decree April 16, 2013, no. 62 "Regulation bearing code of conduct of public employees, according to Art. 54 of Legislative Decree March 30, 2001, no. 165" (in GU General Series no. 129 of 04-06-2013), under penalty of contract termination in case of violation of obligations arising from code itself.
2. In particular following acts of University of Padua are recalled:
 - The Code of conduct of University issued with Rectoral Decree rep. 3269 of 07/11/2014;
 - Three-year Plan of corruption prevention in force at time of award;

Art. 31 - Access to Documents - Confidential Aspects

1. Right of access to tender acts is guaranteed within limits of provisions of Public Procurement Code, as well as regulation on the matter, recalled therein.
2. Costs of access inherent to rights, material, and personnel dedicated by Entity, are borne by candidate who requests it.

Art. 32 - Final Provisions and Referrals

1. For everything not expressly provided by acts prepared by Entity, current provisions, community and national, on matter of public tenders for supply of goods and services are recalled (Legislative Decree no. 36/2023 and subsequent amendments and integrations and referrals).
2. For what is not expressly provided reference is made to SPECIAL CONDITIONS OF CONTRACT (*CPC_AD*) which constitute integral and substantial part of this contract and relevant award procedure.