**Contractual conditions**

1. **Validity of the offer**:

The offer must be valid **until ……………..**

**Delivery times**

The supply must be delivered within **60 days**

**At INFN Sez. Di Roma Tre**

**Via della Vasca Navale 84**

**00146 Roma**

**Increase/decrease**:

According to art.106, paragraph 12, Legislative Decree. N. 50/2016, if in the course of performance an increase or decrease of performance up to a fifth of the sum total of the contract becomes necessary, INFN can impose the same conditions provided in the original contract. In this case, the company cannot claim the right to terminate the contract.

1. **Subcontract**

The company may not subcontract

1. **Obligations of contractor**

The company undertakes to comply with all the obligations resulting from laws and regulations currently in force in the field of remuneration, social security and assistance.

Furthermore, the company commits itself to observe all the regulations with regard to safety at the workplace, pursuant to Legislative Decree N. 81/2008 and subsequent amendments.

The company also undertakes to make its employees and collaborators observe the Code of Conduct of Public Emoloyees, dP.R. n. 62/2013; in cases of serious violation of the provisions thereof, INFN has the right to terminate the contract.

The company undertakes to comply undertakes to comply with the provisions of art.53, paragraph 16-ter of Legislative Decree N. 165/2001 and subsequent amendments regarding the appointment of assignments or employment contracts to former INFN employees, failing which the unlawfully received compensation must be returned.

1. **Verification of conformity/ attestation of regular execution**

The verification of conformity of the provided services will be carried out by the Director of the contract, pursuant to the combined provisions of Articles 102, paragraph 2, of legislative Decree. N. 50/2016 and art. 237 of Presidential Decree n. 207/2010 within 30 days from the delivery of the supply.

1. **Invoicing and payments**

Invoices must be issued in electronic format and they have to be sent by email to the following e-mail address: [direzione@roma3.infn.it](mailto:direzione@roma3.infn.it) . The payment will be made within 30 days.

1. **Warranty**

The object of the contract will have at least 12 months of warranty

1. **Jurisdiction**

All disputes between the parties related to the Contract shall be referred exclusively to the Court of Rome

1. **Processing of personal data**

Personal data will only be collected and processed for the management of the tender, pursuant to Legislative decree. N. 196/03 and subsequent amendments. Responsible for processing of data: Domizia Orestano

1. **DEFINITIVE WARRANTY OR IMPROVEMENT OF THE AWARD PRICE**  
   The contract executor is obliged to constitute a definitive guarantee according to the provisions of art. 103 of Legislative Decree no. 50/2016 and subsequent amendments, by means of a deposit or bank guarantee or insurance policy. The amount of the guarantee is reduced in its amount in all the cases provided for by art. 93, paragraph 7, of the legislative decree 50/2016 and subsequent amendments The offerer has the right to lodge the security in the manner set out in 2 of art. 93.