



Presidenza del Consiglio dei Ministri

COMMISSARIO STRAORDINARIO PER L'ATTUAZIONE E IL COORDINAMENTO
DELLE MISURE DI CONTENIMENTO E CONTRASTO DELL'EMERGENZA
EPIDEMIOLOGICA COVID-19

ANN. 2

SPECIFIC CONDITIONS OF THE CONTRACT FOR THE ACQUISITION AND DISTRIBUTION OF 2,000,000 QUICK QUALITY KITS FOR PERFORMING SEROLOGICAL TESTS ON THE ENTIRE NATIONAL TERRITORY PRIORITARILY INTENDED FOR SCHOOL OPERATORS.

1. Verification certifying the compliance of the supply with the minimum quality requirements.

If the Extraordinary Commissioner for the Covid-19 emergency considers it, prior to the award of the tender, he may request a sample of the serological tests offered by economic operators positioned in a useful position in the ranking, for the purpose of subsequent submission to a technical body, in possession of adequate skills in relation to the subject of the contract, specifically identified by the Extraordinary Commissioner for verifying the compliance of the serological tests proposed with the minimum quality requirements required.

The economic operator who will receive negative result of the verification attested by the technical body will be excluded from the tender.

2. Mode of carrying out the service.

The supply shall be carried out under the requirements as for existing legislative and regulatory rules, based on the specific indications that will be provided by the Project Manager, Mr. Roberto Rizzardo.

3. Obligations of the contractor in matters of contribution, assistance and social security.

The Company undertakes to implement conditions relating to safety, health protection at the workplace, social insurance, payment of contributions to be paid by the employer and wages not lower than those required by law for workers employed for the performance of the services or desired by applicable collective agreements.

The Company also undertakes to continue to apply the aforementioned collective agreements even after their expiry and until they are replaced.

The aforementioned obligations are binding on the Company even if it is a member of the stipulating Associations or withdraws from said Associations.



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In the event of a breach of the aforementioned obligations, the commissioner, after notifying the Company of the defaults reported by the Labour Inspectorate, may suspend the issuing of payment mandates for the amount that will be indicated by the Inspectorate itself, and in any case not higher 20% of the amount of the service, until the dispute is settled.

For this suspension, the Company will not be able to make exceptions to the Commissioner or to claim any compensation or compensation from these.

The Company is solely responsible for full compliance with worker safety legislation and, for the purpose of improving worker safety and health, undertakes to comply with the obligations arising from the application of art. 26 (Obligations connected with the contract or works or administration contracts) of Legislative Decree 9 April 2008, No. 81.

4. Liquidation and payment methods and traceability of the financial movements.

The liquidation and payment of the supply will be made by Letter of Credit, after the issue of the compliance certification which will be issued by the Commissioner within 20 (twenty) days of receipt of the supply.

This Company undertakes to fulfil all the obligations set out in art. 3 of the law 13 August 2010, No. 136 and subsequent amendments as amended by law no. 217 (of conversion of Legislative Decree 12.11.2010, No. 187), in order to ensure the traceability of the financial movements relating to this contract and to allow the Administration to issue the related payment mandates, communicating any variation of the data of its competence, which for the purpose will be transmitted as provided at the bottom of this document, within and no later than 7 (seven) consecutive natural days from the occurrence of the aforementioned circumstance.

All financial movements relating to this order will be carried out exclusively through the bank transfer tool and will contain the Tender Identification Code.

Invoices issued for services under this letter of order must be accompanied by the Company's declaration made pursuant to Presidential Decree 28.12.2000, No. 445, containing the assurance of compliance with the traceability obligations of the financial flows and the awareness that failure to comply with these obligations entails the application of the penalties provided for by art. 6 of the aforementioned law 13.8.2010, No. 136.



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The Commissioner, on the occasion of each payment to the Company, will verify with further control interventions the fulfilment, by the same, of the obligations relating to the traceability of financial flows.

Failure by the Company to fulfil traceability obligations shall result in the immediate termination of the contract, as laid down in Article 3, par. 8 of the same law 136/2010, and the consequent information to the Prefecture competent for the territory, in this case the Prefecture of Rome.

This Company also agrees to communicate to the unsigned the following details (via PEC: commissarioemergenzacovid19@pec.governo.it): the dedicated bank account, the personal details and the tax code of the company and of the persons delegated to operate on it, as well as any subsequent changes.

The Company shall have to submit the invoice with this order details and the Tender Identification Code, which must be registered to: COMMISSARIO STRAORDINARIO PER L'ATTUAZIONE E IL COORDINAMENTO DELLE MISURE DI CONTENIMENTO E CONTRASTO DELL'EMERGENZA EPIDEMIOLOGICA COVID 19 – Via Vitorchiano No. 4 – Roma – P.I. /C.F. 15678001007.

According to Art. 25 of the aforementioned Decree-Law 66/2014, electronic invoices issued shall not be paid, under this order letter, without the aforementioned Tender Identification Code (CIG), to enter in the item "CIG Code" of electronic invoice tracking.

5. Non-assignment clause.

The transfer, even partial, of this contract is forbidden under penalty of nullity of the transfer itself. Without prejudice to the provisions of art. 106, co. 13 of Legislative Decree no. 50/2016 (Transfer of credits deriving from the contract), it is also forbidden for the Company to assign to third parties, in any form, in whole or in part, the credits deriving by virtue of the execution of this contract, unless formal express authorization from the Administration. In the event of a breach by the Company of the obligations set out in this document, the Administration, without prejudice to the right to compensation for damage, has the right to declare the contract terminated by right.

6. Penalties.

Giving the importance of the required supply, in the event of delayed fulfilment of contractual services, the Project Manager will apply a penalty equal to 0.20% of the value of the services contracted, for each day of delay, up to a maximum of 10% of the contractual amount. Upon



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exceeding the maximum amount of the applicable penalties, this order letter will be terminated ipso iure upon simple written communication.

7. Termination of the contract and express termination clause.

The commissioner reserves the right to terminate the order by written notice and with immediate effect in the event that this Company breaches any provision set out under this letter of order, subject to the compensation of the greatest damage.

It is understood that this supply assignment depends on the outcome of the verification about qualifications required to bargain with the Public Administrations, which this Company shall have to self-certify under Presidential Decree No. 445/2000, stating that they know the consequences of making a false declaration. In addition, where a failure to comply with aforementioned requirements is established, the undersigned shall provide the following:

- to file a complaint with the Judicial Authority for the application of the existing rules on false declarations;
- to report to the Supervisory Authority for registration in the computer record.

Without prejudice to the foregoing, the parties mutually recognize the right to terminate the contractual relationship, when unexpected and unpredictable events occur, connected to the emergency situation connected to the Covid-19 crisis and not attributable directly or indirectly to any of the parties, such as to prevent or hinder the execution of the supply under the agreed conditions. This option may be exercised by simple written communication and the contractual termination will take effect from the date indicated therein.