

**EXTREMELY URGENT SIMPLIFIED OPEN PROCEDURE FOR THE PURCHASE AND DISTRIBUTION OF
EQUIPPED SCHOOL DESKS AND CHAIRS THROUGHOUT ALL OF ITALY**

1. Verification attesting to the conformity of the supply with the minimum qualitative requirements.

Before awarding the tender and if deemed necessary, in relation to both Lots the Extraordinary Commissioner for the COVID-19 Crisis may request a sample of the supply so as to subsequently submit it to a technical body in possession of suitable competences in connection with the subject of the contract, specifically identified by the Extraordinary Commissioner for the verification of the conformity of the products proposed with the minimum qualitative requirements.

In case of a negative result of the assessment made by the technical body, the economic operator will be excluded from the tender procedure.

2. Procedure for providing the service.

The supply must be made in accordance with the conditions envisaged by current legislative and regulatory provisions, on the basis of the specific indications to be given by the Procurement Procedure Manager, Antonio Fabbrocini.

3. Contractor contribution, assistance and welfare obligations.

The successful tenderer undertakes to ensure that the workers used to provide the services are assured conditions of safety, suitable protection of health in the workplace, social insurance, payments of all contributions due by the employer and salaries no less than the legal requirements or the provisions of applicable collective bargaining agreements.

The successful tenderer also undertakes to continue to apply said collective bargaining agreements, even after their expiry and until replaced.

Such obligations shall also be binding on the successful tenderer even if it should be a member of the stipulating Associations or withdraw from such Associations.

In the event of breach of the foregoing obligations, the Commissioner's Office, upon notifying the successful tenderer of the defaults reported by the Employment Inspectorate, may suspend issue of payment orders for the amount to be indicated by the Inspectorate and in any case for no more than 20% of the amount of the service, until the dispute is settled.

In respect of said suspension, the successful tenderer may not object to the Extraordinary Commissioner for the COVID-19 Crisis, nor demand any compensation or indemnity from such.

The successful tenderer is the sole party liable for complete compliance with regulations governing worker safety and, in order to improve worker health and safety, undertakes to comply with all obligations deriving from the application of Art. 26 (Obligations connected with tender contracts or works or supply contracts) of Italian Legislative Decree no. 81 of 09 April 2008.

4. Invoicing and payment procedures and traceability of cash flows.

Payment of the supply will be made by bank transfer within 30 (thirty) days of receipt of the electronic invoice, which the successful tenderer undertakes to issue only upon issue of the certificate of correct provision, which, in turn, will be issued by the Commissioner's Office within 20 (twenty) days of receipt of the supply.

The successful tenderer undertakes to fulfil all obligations envisaged by Art. 3 of Italian Law no. 136 of 13 August 2010, as subsequently amended and supplemented by Italian Law no. 217 of 17 December 2010 (converting Decree Law no. 187 of 12.11.2010), in order to ensure the traceability of cash flows relating to the tender contract and to allow the Commissioner's Office to issue the related payment orders, notifying any change in data for which it is competent, which will, to this end, be sent as envisaged at the foot hereof, within 7 (seven) calendar days of the onset of such circumstances.

All cash flows relating to the tender contract will be made exclusively as bank transfers and will contain the Tender Identification Code (CIG).

Invoices issued for services under the contract must be accompanied by the declaration of the successful tenderer, made in accordance with Italian Presidential Decree no. 445 of 28.12.2000, offering an assurance of compliance with the obligations regarding the traceability of cash flows and the awareness that failure to observe such obligations will entail the application of the sanctions envisaged by Art. 6 of said Italian Law no. 136 of 13.8.2010.

The Commissioner's Office, during each payment made to the successful tenderer, will intervene with additional controls to check that it has fulfilled all obligations relating to the traceability of cash flows.

Breach by the successful tenderer of the obligations to ensure the traceability of flows will entail, in accordance with Art. 3, paragraph 8 of Italian Law no. 136 of 13 August 2010, the immediate and automatic termination of the contract and the consequent information being transmitted to the locally-competent Prefecture, in the case in point the Prefecture of Rome.

The successful tenderer also undertakes to provide notice to the certified e-mail address: commissarioemergenzacovid19@pec.governo.it of the details of the dedicated current account, the general details and tax code of the companies and persons delegated to operate on it and any subsequent amendments thereto.

The successful tenderer shall also send the electronic invoice, complete with the Tender Identification Code (CIG), made out to: COMMISSARIO STRAORDINARIO PER L'ATTUAZIONE E IL COORDINAMENTO DELLE MISURE DI CONTENIMENTO E CONTRASTO DELL'EMERGENZA EPIDEMIOLOGICA COVID 19 [SPECIAL

COMMISSIONER FOR THE IMPLEMENTATION AND COORDINATION OF THE MEASURES TO CONTAIN AND CONTRAST THE COVID-19 EPIDEMIOLOGICAL EMERGENCY] – Via Vitorchiano n. 4 – Rome – VAT no. /Tax code 15678001007.

In order to allow for the correct addressing of the invoice, it is specified that the office's Unique Code is VLO40E. Please refer to the website: www.fatturapa.gov.it.

It is stressed that, in accordance with Art. 25 of Italian Decree Law no. 66/2014, no payment can be made of any electronic invoices issued without the Tender Identification Code (CIG), which must be entered under "CodiceCIG" in the electronic invoice trace.

4. No transfer of contract.

The full or even partial assignment to any third party of the contract is strictly prohibited. In this regard, any assignment is to be considered as null and void. .

In compliance with the provisions of Art. 106, paragraph 13 of Italian Legislative Decree no. 50/2016 (Transfer of revenues deriving from the contract), the successful tenderer is also prohibited from transferring all or part of the revenues deriving from the execution of this contract to any third parties, in any form, except where specifically and formally authorised by the Administration. In the event of breach by the successful tenderer of the obligations set out herein, without prejudice to the right to claim compensation for damages, the Administration shall be entitled to declare the contract automatically terminated.

5. Penalties.

Given the importance and essential nature of the supply requested, in the event of delayed fulfilment of the contract provisions and, in particular, delayed delivery, the Procurement Procedure Manager shall apply a daily penalty for up to 7 days: this is an essential deadline, beyond which the delay will be considered as breach.

The penalty shall not, however, in any case exceed one fifth of the value of the items to be delivered. Upon exceeding the maximum penalty that can be applied, the contract for the supply in question shall be construed as terminated in accordance with Article 1456 of the Italian Civil Code, by simple written notice.

6. Termination of the contract and express termination clause.

The Extraordinary Commissioner for the COVID-19 Crisis may exercise the right to terminate the contract by simple written notice, and with immediate effect, if the successful tenderer should default on the agreements reached, without prejudice to payment of the provisions duly made by the latter and without prejudice to the potential duty to repay any amount not due by the Commissioner's Office and compensation for any greater damages, if due.

The contract shall also be conditional on the result of the verification that the successful tenderer effectively meets the necessary requirements to stipulate contracts with the Public Administration.

If it should be found that such requirements are not met, the Commissioner's Office shall:

- report the matter to the legal authority for application of current provisions on false statements;
- report the matter to the supervisory authority for registration in the computerised records.

Without prejudice to all of the foregoing and without prejudice to the faculty to terminate the contract if unforeseen and unforeseeable events should occur or circumstances that are such, in any case, as to alter the national needs in relation to the emergency situation connected with the COVID-19 crisis and not directly or indirectly caused by any of the parties, and to prevent or hinder the provision of the supply at the conditions agreed.

Said faculty may be exercised reciprocally by means of simple written communication and termination of contract shall take effect as from the date indicated therein.