

Prot. n. 11798_23

Rome, 13_03_23

FAO
Global Reporting Initiative
Barbara Strozzi, 336
Amsterdam
1083 HN
The Netherlands
email: reportservices@globalreporting.org

Subject: Purchase Order No. 46 C 2023

The purpose of this document is to provide you with information regarding the regulations concerning electronic invoicing and the requirements pertaining to the traceability of financial flows.

We wish to inform you that, for operational matters concerning the management of the order, your reference is Alessandro Grilli (+393204315137).

POS.	DESCRIPTION	DELIVERY DATE	AMOUNT
10	Acquisizione del servizio di Materiality disclosure del GRI Content Index - Essentials Service	To be agreed	3.000,00 €
Maximum AMOUNT net of VAT			3.000,00

Payment conditions negotiated between the parties: 30 days after invoice date - Duration of the contract 12 months
By derogating from the following billing methods (points 1 and 2), the supplier will issue a single invoice for the full amount of the order without the obligation to attach any Consip approval to the 'activity report'.

Important:

A copy of this Purchase Order must be signed to mark acceptance and returned by e-mail to the address of the contact who sent the document.

Reference to exclusive Consip internal use: Purchase request no. 51334 – Order 46C2023 – CdC: 509 – AA Ref.: FP – Tender Identification Code: Z0939DB7AF



Invoicing and Payment Procedures

1. In order to ensure payment of the amount indicated on the purchase order for the provision of hardware and/or software products, the supplier may send an invoice after the issue of a certificate of compliance.
2. In order to ensure payment of the amount indicated on the purchase order for the provision of services, the supplier may send an invoice following Consip's approval of the 'activities report' containing details of the professional services provided during the reference period.
3. In order to ensure payment of the amount indicated on the purchase order concerning the provision of maintenance services for hardware and/or software products, the supplier must send a quarterly invoice in arrears, unless otherwise indicated on the purchase order. The invoice must specify the reference period.
4. Each invoice must refer to only one purchase order and contain a reference to the type/nature of service covered by the invoice, with an indication of the unit price, the operating establishment of the activity stated on the invoice, details of the location where the contract performance was carried out and the period to which the invoice refers.
5. Should it be necessary to issue a credit note to partly or fully correct a service invoiced previously, such document should display a positive sign (+) rather than a negative one (-).
6. In order to make the payment, Consip shall take steps to obtain the *documento unico di regolarità contributiva* (Single Insurance Contribution Payment Certificate – D.U.R.C.) or an equivalent document in the case of operators from a European Union or non-EU State or a declaration in lieu of certification issued in accordance with paragraph 1p) of article 46 of the consolidated text referred to in Italian Presidential Decree no. 445 of 28 December 2000, in the event of supplies and services of up to €20,000, declaring its regularity with regard to the payment of social security contributions and the mandatory insurance contributions for workplace accidents and occupational diseases of its employees.
7. Consip reserves the right to carry out checks on samples with regard to the regularity of the economic operator with its obligations relating to the payment of social security contributions and the mandatory insurance contributions for workplace accidents and occupational diseases of its employees (DURC) for the placement of this order. Should such a check give a negative result, Consip shall provide the notifications stipulated by Ruling no. 1 of 10 January 2008 of the National Public Tender Supervisory Authority (*Autorità Vigilanza Contratti Pubblici*, now the Italian National Anti-Corruption Authority – A.N.A.C.).
8. Consip S.p.A. will not pay any interest on the sums to be liquidated due to delays in payments caused by irregularities in the payment of the social security and insurance contributions stipulated by the law.
9. The invoice must be addressed to Consip S.p.A., Via Isonzo no. 19/E, 00198 Rome, VAT code 05359681003, Ufficio Contabilità e Bilancio.
10. The payment terms for the aforementioned invoices, accompanied by the documentation indicated above, will be defined according to the procedures laid down by the legislation in force, i.e. Italian Legislative Decree no. 231/2002 as subsequently amended and supplemented. The bank transfer, subject to Consip's acceptance of the service(s) provided, will be made to the current account held by the Company at the Bank indicated by the supplier.
11. In accordance with the provisions of par. 5 of art. 30 of Italian Legislative Decree no. 50 (where applicable), Consip shall pay the supplier an amount equal to 99.50 (ninety-nine point five) per cent of the taxable amount invoiced plus VAT. The remaining 0.5 (zero point five) per cent will only be paid at the end of the contract, after Consip issues the certificate of verification of compliance for the services, subject to the submission of the document attesting the regularity of the economic operator with regard to the payment of social security contributions and the mandatory insurance contributions for workplace accidents and occupational diseases of its employees (DURC).
12. The relevant provisions of art. 30 of Italian Legislative Decree no. 50 of 18 April 2016 will apply.
13. If different arrangements are stipulated in the order, by way of explicit written derogation to the terms above, the invoice will be paid within the time limits set in the relevant purchase order.
14. The supplier shall take exclusive responsibility for informing Consip promptly of any changes which arise with regard to the procedures for crediting the remuneration. Should no such notification be received, even if the changes are published in accordance with the law, the Company may not raise any objections with regard to any delays in payment, nor any payment already made.
15. The supplier hereby declares that the account into which the payments will be made is compliant with Law no. 136 of 13 August 2010 concerning the traceability of financial flows .
Charges arising from risks generated by interference among activities conducted simultaneously in the same workplace (so called Interference Risks), where quantified in the order, shall be invoiced by the Supplier and refunded by Consip to the extent incurred and within the limits laid down by the specific DUVRI (Single Document for the Assessment of Interference Risks).
16. In accordance with the provisions of the relevant legislation, the Company shall undertake to comply with the electronic invoicing procedures adopted from 31 March 2015, adhering to the instructions contained in the "electronic invoicing annex".

Obligations concerning the traceability of financial flows

1. Pursuant to and in accordance with paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, the Supplier shall undertake to adhere strictly to the provisions of the aforementioned regulation with regard to the traceability of financial flows.



2. Without prejudice to any other termination hypotheses established by this contract, it is hereby agreed that the Principal, in accordance with the provisions of paragraph 9-bis of art. 3 of Law no. 136 of 13 August 2010, without any need to assign any time limit for compliance, shall terminate this contract automatically in accordance with art. 1456 of the Italian Civil Code, as well as pursuant to art. 1360 of the Italian Civil Code, subject to a declaration sent to the Company by registered letter with acknowledgement of receipt, should any transactions be conducted without using bank or post office transfer or other instruments suitable for ensuring the full traceability of the transactions, in accordance with Law no. 136 of 13 August 2010.
3. The Supplier, in its capacity as a contractor, shall undertake, as per point 3 of paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, to insert, into any contracts signed with subcontractors, under pain of invalidity, a suitable clause whereby each assumes the financial flow traceability requirements stipulated in Law no. 136 of 13 August 2010.
4. Any Supplier notified of a failure by its counterparty to satisfy the financial traceability obligations as per the regulation indicated above shall immediately terminate the contractual relationship, simultaneously informing the Principal and competent Prefecture (*Prefettura – Ufficio Territoriale del Governo*), the State's local representative office.
5. The Supplier shall undertake to ensure that, in the contracts entered into with its subcontractors, the aforementioned counterparties shall take on the specific obligation of terminating the relevant contractual relationship should they be informed of failure, on their part, to satisfy the financial traceability obligations, while simultaneously informing the Principal and the competent Prefecture.
6. The Principal shall verify, under pain of invalidity, that the subcontracting agreements contain a suitable clause whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law. With reference to subcontracting agreements, the Supplier shall undertake to send the Principal, in addition to the information specified in paragraph 2 of art. 105 of Italian Legislative Decree no. 50 of 18 April 2016, a suitable declaration issued pursuant to Italian Presidential Decree no. 445/2000, stating that, under pain of invalidity, a suitable clause has been inserted into the subcontracting agreement, whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law, it being understood that the Principal reserves the right to carry out a sample check of the accuracy of the declaration, requesting - to this end - submission of the subcontracting agreements entered into, and, at the end of such a check, to make any more suitable decision, in accordance with the law and the contract.
7. The Supplier is required to provide prompt notification, at least within 7 (seven) days from the change(s), of any change to the identification data of the dedicated current account(s) or the particulars (name and surname) and tax codes of the persons appointed to conduct transactions on the said account(s).
8. It should be understood that any regulatory mechanisms concerning the traceability of financial flows pursuant to art. 3 of Law no. 136 of 13 August 2010 which may be issued and come into effect after the signing of this contract must be considered automatically and directly applicable to this purchase.
9. In accordance with Ruling no. 10 of 22 December 2010 of the National Public Tender Supervisory Authority (*Autorità Vigilanza Contratti Pubblici*, now the National Anti-Corruption Authority – A.N.A.C.), in the event of transfer of receivables, the Supplier shall undertake to provide the CIG (Tender Identification Code)/CUP (Uniform Project Code) to the assignee, possibly in the deed of transfer, so that the code(s) in question may be indicated on the payment instruments used. The assignee is required to use a dedicated current account (or more than one) as well as make advance payments to the Supplier, by bank or post office transfer to the dedicated current account(s) of the Supplier, indicating the CIG/CUP provided by the latter.

Consip S.p.A.



ELECTRONIC INVOICING ANNEX - Purchase Order No. 46 C 2023

In accordance with the provisions of Ministerial Decree no. 55 of 03 April 2013, from 31 March 2015 Consip Spa shall no longer be able to accept invoices not issued in electronic format. To this end, please note that, in order to be accepted, registered and paid, electronic invoices issued by suppliers from 31 March 2015 onwards must contain, in addition to the mandatory information required by law, the fields indicated in the table shown below (where present).

Please note, moreover, that the suppliers may attach any document in PDF/A format to the electronic invoice that provides further detailed information necessary to the processing thereof; invoices must be sent individually rather than in groups.

Campo	Valore	Descrizione funzionale
1.1.4	UFC4IQ	Codice IPA - UFC4IQ
2.1.2.2	46 2023	Codice contratto (G, T, TT..)/N. D'ordine
2.1.3.2	202822	Codice commessa
2.1.3.4		Nodo
2.1.3.5		Foglia
2.1.2.6		Codice CUP (ove presente)
2.1.2.7	Z0939DB7AF	Codice CIG
2.1.8.1		Numero DDT
2.1.8.2		Data DDT
2.2.1.15		Tipologia costo (costo consip o rimborso)
2.2.1.16.1		Indicazione se parte fissa o variabile (ove previsto nel contratto)
2.2.1.4	Acquisizione del servizio di Materiality disclosure del GRI Content Index - Essentials Service	Oggetto della prestazione (indicazione del singolo intervento, figure professionali, fase di riferimento). Compilare una riga per ogni singola riga di ordine.
2.2.1.5		Numero di unità cedute / prestate
2.2.1.7		Data inizio periodo competenza
2.2.1.8		Data fine periodo competenza