

## Contractual conditions

### 1. Invoicing and Payment Procedures

1. In order to ensure the payment amount indicated on the purchase order for the provision of hardware and/or software products, the supplier shall send an invoice after issuing a certificate of compliance.
2. In order to ensure the payment amount indicated on the purchase order for the provision of services, the supplier shall send an invoice after receiving Consip approval of the 'activities report' containing details of the professional services provided during the referred period.
3. In order to ensure the payment 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 for activities already undertaken, 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 previously invoiced, 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 in 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 perform random checks concerning 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 illnesses of its employees (DURC) for the placement of this order. In case of negative result, Consip shall provide the notifications according to the 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 unpaid balance 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 mentioned in the legislation in force, i.e. Italian Legislative Decree no. 231/2002<sup>1</sup> as subsequently amended and supplemented. The bank transfer, subject to Consip acceptance of the service(s) provided, will be made to the bank 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 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 illnesses of its employees (DURC).
12. The relevant provisions of art. 30 of Italian Legislative Decree no. 50 of 18 April 2016<sup>2</sup> will apply.
13. If different arrangements are stipulated in the purchase 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.

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<sup>1</sup> *Legislative Decree no. 231 introduced for the first time in the Italian legal system the principle of administrative liability of legal entities for offences committed.*

<sup>2</sup> *Principles for the award and execution of contracts and concessions*

Consip S.p.A., single-member joint stock company

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Fully paid-in share capital of €5,200,000.00 Tax Code and VAT no. 05359681003

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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 mentioned in 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".

17. The Supplier declares that the services are carried out in the course of the business and that they transactions are subject to the Value Added Tax, which the Supplier is required to pay, with a right of recourse, pursuant to D.P.R. n. 633/72; consequently, the contract is subject to the registration tax in a fixed amount, pursuant to art. 40 of D.P.R. n. 131/86 with any related fee charged by the supplier.

## **2. 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 Contracting Authority, 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, if the transactions are 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 company assumes the financial flow traceability requirements stipulated in Law no. 136 of 13 August 2010.

4. Should the Supplier become aware of a failure by its counterparty regarding the satisfaction of the financial traceability obligations as per the regulation indicated above, it shall immediately terminate the contractual relationship, simultaneously informing the Contracting Authority 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 signed 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 Contracting Authority and the competent Prefecture.

6. The Contracting Authority shall verify, under pain of nullity, 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 to the Contracting Authority, 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, stating that, under pain of nullity, a suitable clause has been inserted into the subcontracting agreement, whereby the subcontractor shall take on the financial traceability obligations mentioned in the aforementioned Law. The Contracting Authority 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 suitable decision, in accordance with the law and the contract.

7. The Supplier is required to provide prompt notification, within at least 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 cession of receivables, the Supplier shall undertake to provide the CIG (Tender Identification Code)/CUP (Uniform Project Code) to the contractor, possibly in the deed of transfer, so that the code(s) in question may be indicated on the payment instruments used. The contractor 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.