**GUARANTEE ACT (*if Guarantor is the Bank or Financial Intermediary*)**

**GUARANTEE POLICY (*if the Guarantor is the insurance company*)**

**pursuant to art. 103, paragraph 1, of Legislative Decree no. 50/2016**

Type scheme 1.2 - Technical sheet 1.2.

**DEFINITIVE GUARANTEE**

**(Works, Services and Supplies)**

**(pursuant to art. 103, paragraph 1, of Legislative Decree no. 50/2016)**

This Technical Data Sheet is an integral part of the guarantee compliant with the Type 1.2 Scheme referred to in Ministerial Decree of the Ministry of Economic Development 19 January 2018, n. 31

**DEFINITIVE GUARANTEE n.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Guarantor**

***(direction/denomination, dependency, agency, etc., as well as the authorization details and registration number in the Register / Register / List***)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_ Adress \_\_\_\_\_\_\_\_ Zip number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VAT number \_\_\_\_\_\_\_\_\_\_\_ email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_ Adress \_\_\_\_\_\_\_\_\_\_\_ Zip number \_\_\_\_\_\_\_\_\_\_\_\_\_ VAT number \_\_\_\_\_\_\_\_\_\_ email \_\_\_\_\_\_\_\_\_\_\_\_\_

**Contracting Authority and Beneficiary: Sogei S.p.a. and Ministero della Economia e Finanza**

Description of service / supply: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CIG code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Award cost (€) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Auction base discount % \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guaranteed sum (€) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % the cost of the service ***(or*** of the supply)

By signing this Technical Data Sheet, the Contractor and the Guarantor accept the conditions provided in the guarantee to which this Data Sheet is attached.

**Contractor** **Guarantor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issued in \_\_\_\_\_ ***(insert number copies)*** copies with one effect on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Type 1.2 Scheme referred to in Ministerial Decree of the Ministry of Economic Development 19 January 2018, n. 31**

**DEFINITIVE GUARANTEE**

**(Works, Services and Supplies)**

**Conditions that are relevant in the relationship between Consip, Administrations and Guarantor**

**Art. 1 - Object of the guarantee**

The Guarantor, in accordance with art. 103, paragraphs 1 and 2 of the Code, undertakes towards Sogei S.p.a. (from now on only Sogei or Client), within the limits of the guaranteed sum indicated in the Technical Data Sheet, to compensation for the damages suffered by it as a result of the failure or incorrect fulfillment by the Contractor of the obligations provided for in the Contract and the payment of the sums envisaged by the standards mentioned above.

The Guarantor therefore undertakes to pay the amount due by the Trustee pursuant to art. 103 of the Code, in case of:

a) failure to fulfill any obligation deriving from the Contract;

b) compensation for damages deriving from any failure to fulfill the obligations themselves;

c) refund:

i) of the higher sums paid by Sogei to the Contractor with respect to the results of the final settlement, in any case without prejudice to the compensation for the greater damage to the Contractor;

ii) the possible higher expense incurred by Sogei for the completion of the services and supplies in the event of termination of the contract ordered to the detriment of the Contractor;

iii) what is due by the Contractor for defaults deriving from the failure to comply with the rules and regulations of the collective labor agreements, the laws and regulations on the protection, protection, insurance, assistance and physical safety of the workers assigned to perform the contract or in any case present on the construction site or in the places where the service is provided in cases of service contracts.

The guarantee is extended to the obligations ascertained by the Contractor with a final judgment deriving from the violation of the commitments undertaken with the signing of the legality protocol / Integrity agreement possibly present in the tender documents.

The extension operates on condition that the breach is communicated by Sogei to the Guarantor during the guarantee period and is limited to an amount equal to 10% of the guaranteed sum at the time of the aforementioned communication.

Limited to this case, the guarantee will be automatically extended, for the aforementioned amount only, beyond the duration provided for by art. 2 and until the end of the six months following the final judgment of the sentence ascertaining the violation, after which it will automatically lose its effectiveness.

**Art. 2 - Guarantee efficacy and duration**

The effectiveness of the guarantee:

a) starts from the date of conclusion of the contract;

b) ceases on the date of issue of the test certificate or of the certificate of regular execution, or, on the date of issue of the certificate of verification of conformity or of the certificate of regular execution of the services issued at the conclusion of the execution of the contract and in any case 12 months from the date of completion of the works, services or supplies resulting from the relative certificate of the contract, when it automatically expires for all purposes (art. 103, paragraphs 1 and 5, of the Code), except as indicated in the last paragraph of the 'art. 1. The early release of the guarantee with respect to the deadlines referred to in letter b) of the previous paragraph can only take place with the return to the Guarantor, by Sogei of the original of the guarantee itself with release note or with written communication from Sogei to Guarantor.

Failure to pay the premium / commission cannot be opposed to Sogei.

**Art. 3 - Guaranteed sum**

The sum guaranteed by this guarantee is calculated in accordance with the provisions of art. 103, paragraph 1, of the Code, and is equal to:

a) 10% of the maximum amount of the Contract, in the case of award with auction discounts of less than or equal to 10%;

b) 10% of the maximum contract amount, increased by as many percentage points as those exceeding 10%, in the case of award with auction discounts greater than 10% and, in the case of auction discounts greater than 20% , an additional two percentage points for each discount point greater than 20%.

If the conditions are met, the guaranteed sum indicated in the first paragraph is reduced pursuant to the provisions of art. 93, paragraph 7, of the Code as provided by art. 103, paragraph 1, of the Code. The amount of the guaranteed sum is indicated in the Technical Data Sheet.

The guarantee is progressively released automatically according to the progress of the execution, in accordance with the provisions of art. 103, paragraph 5, of the Code.

**Art. 4 - Warranty enforcement**

The Guarantor will pay the amount due by the Contractor, within the limits of the sum guaranteed on the date of the enforcement, within 15 days from the receipt of the simple written request of Sogei - sent for information also to the Contractor - indicating the amounts due by the Contractor pursuant to art. 103, paragraphs 1 and 2, of the Code. This request must be received by the Guarantor within the terms set out in art. 2 and be formulated in accordance with art. 6.

The Guarantor does not enjoy the benefit of the prior enforcement of the main debtor pursuant to art. 1944 cod. civ. and waive the exception referred to in art. 1957, paragraph 2, code civ.

This is without prejudice to the repetition action towards Sogei for the case in which the sums paid by the Guarantor were partially or totally not due by the Contractor or by the Guarantor (art. 104, paragraph 10, of the Code).

**Art. 5 - Subrogation - Recourse**

The Guarantor, within the limits of the sums paid, is subrogated to Sogei in all rights, reasons and actions towards the Contractor, his successors and assignees in any capacity. The Guarantor also has the right to recourse to the Contractor for the amounts paid under this guarantee (art. 104, paragraph 10, of the Code). Sogei will facilitate recovery actions by providing the Guarantor with all the useful elements in their possession.

**Art. 6 - Form of communications**

To be valid, all communications and notifications to the Guarantor, dependent on this guarantee, must be made exclusively by registered letter or by email sent to the addresses indicated in the Technical Sheet.

**Art. 7 - Jurisdiction**

In the event of a dispute between the Guarantor and Sogei, the competent forum is that of Rome.

**Art. 8 - Reference to the law**

For anything not otherwise regulated, the law rules apply.

**Contractor** **Guarantor**

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