

Type Scheme 1.3 Technical Sheet 1.3	SURETY GUARANTEE FOR THE ADVANCE (Works) (Article 35, paragraph 18, of the Code)
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This Technical Sheet forms an integral part of the surety guarantee compliant with Type Scheme 1.3 as per D.M. 16/09/2022 No. 193 and subsequent amendments.

Surety Guarantee No. xxxxxxxxxxxxxxxxxx		Guarantor xxxxxxxxxxxxxxxxxx			
City xxxxxxxxxxxxxxxxxx	Street xxxxxxxxxxxxxxxxxx		Postal Code xxxxxxx xxxxxxx	Province. xxxxxx xxxxxx xxxxxx	
Tax Code / VAT xxxxxxxxxxxxxxxxxx		Certified Email xxxxxxxxxxxxxxxxxx			
Contractor xxxxxxxxxxxxxxxxxx					
City xxxxxxxxxxxxxxxxxx	Street xxxxxxxxxxxxxxxxxx		Postal Code xxxxxxx xxxxxxx	Province. xxxxxx xxxxxx xxxxxx	
Tax Code / VAT xxxxxxxxxxxxxxxxxx		Certified Email xxxxxxxxxxxxxxxxxx			
Contracting Authority xxxxxxxxxxxxxxxxxx					
City xxxxxxxxxxxxxxxxxx	Street xxxxxxxxxxxxxxxxxx		Postal Code xxxxxxx xxxxxxx	Province. xxxxxx xxxxxx xxx	
Tax Code / VAT xxxxxxxxxxxxxxxxxx		Certified Email xxxxxxxxxxxxxxxxxx			
Description of Work xxxxxxxxxxxxxxxxxx This guarantee is issued pursuant to Legislative Decree 36/2023 (New Public Procurement Code).					
Place of Execution					
Capital value of the advance granted (guaranteed amount in capital) (€) € 0,00		Interest rate: legal interest rate in force for the period necessary for the recovery of the advance according to the work schedule 0,00 %		Guaranteed Amount (€) € xxxxxxxxxxxxxxxxx	
Start date of the surety deed xxxxxxxxxxxxxxxxxx		End date of the surety deed xxxxxxxxxxxxxxxxxx			
Net Premium xxxxxxxxxxxxxx xxx	Accessories xxxxxxxxxx xxxxxxx	Taxable xxxxxxxxxxxxxx xxxxxx	Taxes xxxxxxx xxxxxxx x	Expenses xxxxxxxxxx xxxxxxx	Total Euro xxxxxxx xxxxxxx xxx
Possible extensions from xxxxxxxxxxxxxxxxx to xxxxxxxxxxxxxxxxx					
Net Premium xxxxxxxxxxxxxx xxx	Accessories xxxxxxxxxx xxxxxxx	Taxable xxxxxxxxxxxxxx xxxxxx	Taxes xxxxxxx xxxxxxx	Expenses xxxxxxxxxx xxxxxx	Total Euro xxxx xxxx

The Contractor and the Guarantor, by signing this Technical Sheet, accept the conditions provided in the surety guarantee to which this Sheet is attached.
Issued in three copies with a single effect on: xxxxxxxxxxxxxxxxx
It is stated that the premium of € xxxxxxxxxxxxxxxxx has been collected, and it has a liberating effect towards the insured, as provided for by Article 118 of the CAP

THE CONTRACTOR

THE GUARANTOR

Copy for the Beneficiary

Type scheme 1.3 (D.M. 16/09/2022 No. 193 and subsequent amendments) Surety guarantee for the advance
SURETY GUARANTEE FOR THE ADVANCE (Works)
Conditions relevant to the relationship between the Contracting Authority and the Guarantor

Article 1. Subject of the Guarantee

The Guarantor commits to the Contracting Authority, within the limits of the guaranteed amount indicated in the Technical Sheet, to the total or partial restitution of the advance not recovered through withholdings during the performance, including the increase of legal interest calculated at the current rate, following a resolution of forfeiture from the advance itself taken in accordance with Article 35, paragraph 18, of the Code.

Article 2. Duration of the Guarantee

The effectiveness of the guarantee:

- a) begins from the date of disbursement of the advance;
 - b) ceases on the date of total recovery of the advance according to the work schedule and, in any case, on the date of completion of the same, resulting from the relevant certificate, when it is extinguished for all intents and purposes.
- The early release of the guarantee concerning the deadlines referred to in letter b) of the first paragraph may only occur with the return to the Guarantor by the Contracting Authority of the original guarantee itself with a note of release or with written communication from the Contracting Authority to the Guarantor. The non-payment of the premium/commission cannot be opposed to the Contracting Authority.

Article 3. Guaranteed Amount

The guaranteed amount, as reported in the Technical Sheet, is equal to the value of the amount of the advance granted, increased by the legal interest calculated at the current rate for the period necessary for the recovery of the advance itself according to the work schedule. The amount of the guaranteed sum in capital is indicated in the Technical Sheet. The guarantee is gradually and automatically reduced during the performance, in relation to the progressive recovery of the advance by the Contracting Authority.

Article 4. Execution of the Guarantee

The Guarantor will pay the amount due from the Contractor for the remaining unrecovered advance, along with the related legal interest, within fifteen days from receipt of the simple written request from the Contracting Authority - sent for acknowledgment also to the Contractor - indicating the resolution of forfeiture taken by the Contracting Authority pursuant to Article 35, paragraph 18, of the Code and the amount due for that reason. This request must be received by the Guarantor within the terms of Article 2 and formulated in accordance with Article 7. The Guarantor will not enjoy the benefit of prior recourse against the main debtor referred to in Article 1944 of the Civil Code and waives the exception referred to in Article 1957, paragraph 2, of the Civil Code. The right of repetition against the Contracting Authority remains if the amounts paid by the Guarantor turn out to be partially or totally not due from the Contractor or the Guarantor.

Article 5. Subrogation - Recourse

The Guarantor, to the extent of the sums paid, is subrogated to the Contracting Authority in all rights, reasons, and actions against the Contractor, its successors, and assigns of any kind. The Guarantor also has the right of recourse against the Contractor for the sums paid under this guarantee. The Contracting Authority will facilitate recovery actions by providing the Guarantor with all useful elements in its possession.

Article 6. International Sanctions

No guarantor is obliged to provide coverage and to grant benefits or to pay any claim, to the extent that providing such coverage, rendering such benefits, or paying such a claim may expose the guarantor itself to any sanction, prohibition, or restriction under United Nations resolutions or economic or commercial sanctions, legislative or regulatory of the European Union, the United States of America, the European Economic Area, and/or any other applicable national law regarding economic or commercial sanctions and/or international embargo.

Article 7. Form of Communications

All communications and notifications to the Guarantor, depending on this guarantee, in order to be valid, must be made exclusively by registered letter or via certified email sent to the addresses indicated in the Technical Sheet.

Article 8. Competent Forum

In case of disputes between the Guarantor and the Contracting Authority, the competent forum is that determined pursuant to Article 25 of the Civil Procedure Code.

Article 9. Reference to Legal Norms

For all matters not otherwise regulated, legal norms apply.

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THE CONTRACTOR

THE GUARANTOR