SURETY BOND pursuant to Article 93, paragraph 1, of Legislative Decree No. 50/2016
Check online the contract issued from the website xxxxxxxxxxxxxxxxx
by entering Policy No.: xxxxxxxxxx and Control Code: xxxxxxxxxxxxx

PEC Contacts: xxxxxxxxxxxxxxxxx
Complaints: xxxxxxxxxxxxxxxxx
PEC Claims: xxxxxxxxxxxxxxxxx
EMAIL: xxxxxxxxxxxxxxxxx

Type Scheme 1.1 **Technical Sheet 1.1**	**PROVISIONAL SURETY BOND** **(Works, Services, and Supplies) (Article 93, paragraph 1, of the Code)**

This Technical Sheet is an integral part of the surety bond in accordance with Type Scheme 1.1 as per D.M. 16/09/2022 No. 193 and subsequent amendments.

Surety Bond No. **xxxxxxxxxx**	**Guarantor** xxxxxxxxxxxxxx		
City xxxxxxxxxx	**Street** xxxxxxxxxxxxxx	**Postal Code** xxxxxx	**Province.** xxxxxx
Tax Code / VAT Number xxxxxxxxx	**Certified Email** xxxxxxxxx		
Contractor xxxxxxxxx			
City xxxxxxxxx	**Street** xxxxxxxxx	**Postal Code** xxxxx	**Province.** xxxxx
Tax Code / VAT Number xxxxxxxxx	**Certified Email** xxxxxxxxx		
Contracting Authority xxxxxxxxx			
City xxxxxxxxx	**Street** xxxxxxxxx	**Postal Code** xxxxx	**Province** xxxxxx
Tax Code / VAT Number xxxxxxxxx	**Certified Email** xxxxxxxxx		
Tender	**Date of Submission of Offer**		

Duration of the Guarantee: the duration provided for in the notice or invitation
Years 0 Months 0 Days 0

Contract Description

xxxxxxxxx

This guarantee is issued pursuant to Legislative Decree 36/2023 (New Public Procurement Code).

Amount set as the basis for the tender (€) **0,00**	**Guaranteed Amount** (€)xxxxxxxxx
Commitment to Release: YES	NO

(check the choice)
of the guarantee referred to in Article 103, paragraph 1, of the Code
or, where provided pursuant to Article 104, paragraph 1, of the Code,
of the guarantee for termination and the guarantee for good performance referred to in Article 104, paragraph 1, of the Code

Start date of the surety bond act xxxxxxxx	End date of the surety bond act xxxxxxxxx

Net Premium	Accessories	Taxable	Tax	Expenses	Total Euro
xxxxxxxxx	xxxxxxxxx	xxxxxx	xxxxxxx	xxxxxxxxx	xxxxxxxxx

Possible Extensions from ____ to ____

Net Premium	Accessories	Taxable	Tax	Expenses	Total Euro
xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxx	xxxxxx	xxxx

The Contractor and the Guarantor, by signing this Technical Sheet, accept the conditions provided in the surety bond to which this Sheet is attached.

It is declared that the premium of € xxxxxxxxxxxxxx has been collected, and it has the liberating effect towards the insured, as provided by Article 118 of the Public Procurement Code.

Issued in three copies with a single effect on: xxxxxxxxx

THE CONTRACTOR

THE GUARANTOR

Copy for the Contractor

Type Scheme 1.1 (D.M. 16/09/2022 No. 193 and subsequent amendments) Surety bond for the provisional deposit
PROVISIONAL SURETY BOND (Works, Services, and Supplies)
Conditions Relevant to the Relationship Between the Guarantor and the Contracting Authority

Article 1. Object of the Guarantee
The Guarantor commits to the Contracting Authority, within the limits of the guaranteed sum indicated in the Technical Sheet, to pay the amounts due by the Contractor for failure to fulfill obligations and duties related to participation in the tender indicated in the Technical Sheet, as well as the payment of amounts due in the cases of enforcement referred to in Article 89, paragraph 1, fifth sentence, of the Code.
In particular, pursuant to Article 93, paragraph 6, of the Code, the guarantee covers the failure to sign the contract after the award due to the Contractor's actions or the issuance of an anti-mafia interdiction notice pursuant to Articles 84 and 91 of Legislative Decree No. 159 of September 6, 2011.

Article 2. Effectiveness and Duration of the Guarantee
The guarantee:
a) commences from the date of submission of the offer;
b) is valid for one hundred and eighty days from the date indicated in letter a), or for a longer or shorter validity period required in the notice or invitation;
c) will be released by the Contracting Authority if the Contractor is not awarded the contract, within 30 days of the award to another competing company, even if the term of effectiveness of the guarantee has not yet expired (Article 93, paragraph 9, of the Code);
d) ceases at the moment of signing the contract by the Contractor if he/she is awarded the contract, at which point it is automatically released, extinguishing every effect (Article 93, paragraph 6, of the Code).
If the notice or invitation requires it, the Guarantor commits to renewing the guarantee for an additional duration equal to that indicated in the notice or invitation, upon request from the Contracting Authority and provided that such request reaches the Guarantor within the term of effectiveness of the guarantee (Article 93, paragraph 5, of the Code).
The early release of the guarantee relative to the deadlines referred to in the first and second paragraphs can only take place with the return to the Guarantor, by the Contracting Authority, of the original guarantee with a release annotation 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 Sum
The sum guaranteed by this surety bond is equal to 2% of the amount set as the basis for the tender, as established by Article 93, paragraph 1, of the Code, unless otherwise indicated in the notice or invitation and formulated pursuant to Article 93, paragraphs 1, second and third sentences, of the Code.
If the conditions apply, the guaranteed sum indicated in the first paragraph is reduced according to what is established by Article 93, paragraph 7, of the Code.
The amount of the guaranteed sum is indicated in the Technical Sheet.

Article 4. Enforcement of the Guarantee
The Guarantor will pay the amount due from the Contractor, within the limits of the guaranteed sum, within fifteen days of receiving a simple written request from the Contracting Authority—also sent for information to the Contractor—indicating the reasons for which the Contracting Authority activates the enforcement.
This request must be received by the Guarantor within the terms referred to in Article 2 and must be formulated in accordance with Article 8.
The Guarantor does not benefit from the prior enforcement of the principal debtor as provided by Article 1944 of the Civil Code and waives the objection referred to in Article 1957, paragraph 2, of the Civil Code.
The action for recovery against the Contracting Authority remains valid in case the sums paid by the Guarantor are found to be partially or totally not due by the Contractor or the Guarantor (Article 104, paragraph 10, of the Code).

Article 5. Subrogation - Recourse
The Guarantor, within the limits of the sums paid, is subrogated to the Contracting Authority in all rights, reasons, and actions against the Contractor, his/her successors, and assigns of any kind.
The Guarantor also has the right of recourse against the Contractor for the sums paid under this guarantee (Article 104, paragraph 10, of the Code).
The Contracting Authority will facilitate recovery actions by providing the Guarantor with all useful elements in its possession.

Article 6. Commitment to Issue the Guarantee Provided for in Article 103 of the Code or the Guarantees Provided for in Article 104 of the Code
The Guarantor commits to the Contractor, pursuant to Article 93, paragraph 8, of the Code, to issue, depending on the case:
a) the surety bond for the execution of the contract referred to in Article 103, paragraph 1, of the Code; or, where provided for pursuant to Article 104, paragraph 1, of the Code,
b) the guarantee for termination and the guarantee for good performance referred to in Article 104, paragraph 1, of the Code, if the Contractor is awarded the contract.

This article does not apply if, in the Technical Sheet, the Guarantor has not confirmed the assumption of the related commitment, nor if the contractor is one of the subjects indicated in Article 93, paragraph 8, second sentence, of the Code.

Article 7. International Sanctions
No guarantor is required to provide coverage, offer benefits, or pay any claims to the extent that providing such coverage, offering such benefits, or paying such claims may expose the guarantor to any sanctions, prohibitions, or restrictions under United Nations resolutions or economic or commercial sanctions, legislative or regulatory measures 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 embargoes.

Article 8. Form of Communications
All communications and notifications to the Guarantor, depending on this guarantee, must be made exclusively by registered letter or through PEC (certified electronic mail) to the addresses indicated in the Technical Sheet to be valid.

Article 9. Jurisdiction
In case of a dispute between the Guarantor and the Contracting Authority, the competent jurisdiction is determined according to Article 25 of the Civil Procedure Code.

Article 10. Reference to Legal Provisions
For all matters not otherwise regulated, the applicable legal provisions apply.

xxxxxxxxxxxxxxx, date xxxxxxxxxx

THE CONTRACTOR **THE GUARANTOR**

GENERAL INSURANCE CONDITIONS
CONDITIONS REGULATING THE RELATIONSHIP BETWEEN THE GUARANTOR AND THE CONTRACTOR

The Guarantor and the Contractor integrate (for the purposes of their relationship) the above conditions with the following provisions:

Article 1. Award
To enable and facilitate the prompt fulfillment of the obligation to issue the final guarantee as required by Article 93, paragraph 8, of Legislative Decree 50/16, the Contractor, if awarded the contract, must notify the Guarantor within 10 days of the award, providing all the necessary information for the preparation of the new policy.

Article 2. Recourse
The Contractor commits to reimbursing, upon the simple and first request of the Guarantor, all sums paid by the Guarantor under the policy for principal, interest, and costs (including those necessary for the recovery of the paid sums), with an express waiver of any objections, particularly those provided by Article 1952 of the Civil Code. Interest referred to in Legislative Decree 231/2002 will automatically begin after 30 days from receipt of the request.

Article 3. Protective Deposit
In addition to the provisions of Article 1953 of the Civil Code, the Guarantor may request the Contractor's release from policy guarantees or demand payment, even through legal action, from the Contractor and their co-obligors of a sum equal to the policy's maximum limit, in the following cases:
a) Guarantee claim by the Contracting Authority or other Guaranteed Entities;
b) Contractor's insolvency, protests, or executions against the Contractor, and any deterioration of the Contractor's financial situation;
c) Liquidation, transformation, or transfer of the Contractor;
d) Any significant delay in execution or suspension of work not agreed with the Contracting Authority, even if caused by circumstances not attributable to the Contractor, except for force majeure;
e) Any failure to comply with orders and/or instructions from the Project Management;
f) Any default by the Contractor on obligations arising from the contract;
g) Non-payment of extension premiums related to this or other policies issued with the Guarantor;
h) Contractor's failure to reimburse sums paid by the Guarantor or another surety for other primary obligations different from the one guaranteed here.

The sums paid or legally recovered will remain in the possession of the Guarantor as a guarantee for recourse until the Guarantor is fully released from all obligations arising from the policy. Upon release from the guarantee, the Guarantor will return to the Contractor the sums obtained, along with legal interest. The Guarantor is irrevocably authorized to use the sums paid or legally recovered either to obtain release from the guarantee by establishing a cash deposit in favor of the Contracting Authority, or to make payment of the guaranteed amount, without any objection being raised by the Contractor.

Article 4. Taxes and Duties
Taxes, duties, contributions, and/or all other charges established by law, both present and future, relating to the premium, the policy, and the acts dependent on it, are the responsibility of the Contractor, even if the payment has been advanced by the Guarantor.

Article 5. Non-Acceptance of the Policy
The Guarantor has prepared the guarantee based on the data provided by the Contractor. The Contractor is required, before its submission, to check its completeness and compliance with the tender and with the requirements of the Contracting Authority, and to request any necessary integrations or modifications from the Guarantor. Any non-acceptance of the policy and the resulting consequences cannot constitute any liability on the part of the Guarantor.

Article 6. Communications
Without prejudice to the provisions of Article 8 above, communications relating to the management of the policy coming from the Contractor may also be sent, in the same form, to the Agency responsible for the policy.

Article 7. Jurisdiction
Without prejudice to the provisions of Article 10 of the general policy conditions, in the event of disputes between the Guarantor and the Contractor, in addition to the forum provided therein, the Court of Milan is also competent.

xxxxxxxxxxxx, date xxxxxxxxx

THE CONTRACTOR **THE GUARANTOR**

For the purposes of Articles 1341 and 1342 of the Civil Code, the undersigned declares that they have read and specifically approve the provisions of the following articles:

Conditions governing the relationship between the Contracting Authority and the Guarantor:

Article 5. Subrogation - Recourse
Article 6. Commitment to provide the guarantee as required by Article 103 of the Code or the guarantees required by Article 104 of the Code
General insurance conditions governing the relationship between the Guarantor and the Contractor:

Article 2. Recourse
Article 3. Protective Deposit
Article 5. Non-Acceptance of the Policy

THE CONTRACTOR