

Schema tipo 1.4

Surety Bond No.
xxxxxxxxxx

GUARANTEE FOR THE FINAL INSTALLMENT

Guarantor (Works, Services, Supplies) (Art. 103, paragraph 6, of the Code)

xxxxxxxxxx

City: xxxxxxxxxxxx

Street: xxxxxxxxxxxx

Postal Code: xxxxxxxx

Province: xxxxxx

Tax Code / VAT Number: xxxxxxxxxxxx

PEC xxxxxxxxxxxx

Contractor

xxxxxxxxxx

City: xxxxxxxxxxxx

Street: xxxxxxxxxxxx

Postal Code: xxxxxxxx

Province: xxxxxx

Tax Code / VAT Number: xxxxxxxxxxxx

PEC xxxxxxxxxxxx

Contracting Authority

xxxxxxxxxx

City: xxxxxxxxxxxx

Street: xxxxxxxxxxxx

Postal Code: xxxxxxxx

Province: xxxxxx

Tax Code / VAT Number: xxxxxxxxxxxx

PEC xxxxxxxxxxxx

Description of the Work

xxxxxxxxxx

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

Place of Execution

Capital Value of the Final Payment (Guaranteed Amount in Principal) (€):
€ 0.00

Interest Rate: Legal interest rate in force for the period required for the final certification of the test/approval of the regular execution or conformity verification.
0.00 %

Guaranteed Amount (€)
€ xxxxxxxxxxxx

Start Date of the Surety Bond xxxxxxxxxxxx

End Date of the Surety Bond xxxxxxxxxxxx

Net Premium	Accessories	Taxable Amount	Taxes	Expenses	Total
xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx xx	xxxxxxxxxx	xxxxxxxxxx

Possible Extensions from _ to _

Net Premium	Accessories	Taxable Amount	Taxes	Expenses	Total
xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxx	xxxxxx	xxxxx

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

It is declared that the premium of € xxxxxxxxxxxx has been collected, and it has a discharging effect towards the insured, as provided by Art. 118 of the CAP.

Issued in three copies for a single effect on:

THE CONTRACTOR

THE GUARANTOR

Surety Bond No. xxxxxxxxxxxx

Issued by: xxxxxxxxxxxx

Standard Form 1.4 (D.M. 16/09/2022 n.193 and subsequent amendments)
Surety Bond for Final Payment Installment
SURETY BOND FOR FINAL PAYMENT INSTALLMENT (Works, Services, and Supplies)
Conditions relevant to the relationship between the Contracting Authority and the Guarantor

Art. 1 - Object of the Guarantee

The Guarantor undertakes towards the Contracting Authority, within the limits of the guaranteed amount indicated in the Technical Sheet, to fully or partially refund the final payment installment and the related legal interest for the payment of any amount that may be owed by the Contractor for defects and flaws in the work, services, or supplies subject to the contract pursuant to Art. 103, paragraph 6, of the Code.

Art. 2 - Effectiveness and Duration of the Guarantee

The effectiveness of the guarantee:

- a) Begins from the date of disbursement of the final payment installment;
- b) Expires in any case two years from the date of issuance of the certificate of testing, or the certificate of proper execution, or the verification of conformity, upon which the guarantee terminates for all purposes.

Early release of the guarantee before the deadlines mentioned in letter b) of the first paragraph may only occur with the return of the original guarantee to the Guarantor by the Contracting Authority with an annotation of release, or through written communication from the Contracting Authority to the Guarantor.

Failure to pay the premium/commission cannot be opposed to the Contracting Authority.

Art. 3 - Guaranteed Amount

The amount guaranteed by this surety bond is equal to the amount of the final payment installment disbursed, increased by legal interest calculated at the prevailing rate for the period between the date of disbursement, or the date of issuance of the certificate of testing or the verification of conformity in the case of service or supply contracts, and the assumption of their definitive status (Art. 103, paragraph 6, and Art. 102, paragraph 3, of the Code).

The amount of the guaranteed sum in principal is indicated in the Technical Sheet.

Art. 4 - Enforcement of the Guarantee

The Guarantor will pay the amount owed by the Contractor within fifteen days of receiving the simple written request from the Contracting Authority, which must also be sent for information to the Contractor. The request must include the reason for enforcement and the amounts owed by the Contractor, in accordance with Article 1.

This request must be received by the Guarantor within the time limits set in Article 2 and be made in accordance with Article 7.

The Guarantor does not benefit from the prior enforcement of the principal debtor, as provided in Article 1944 of the Civil Code, and waives the exception under Article 1957, paragraph 2, of the Civil Code.

The right to claim reimbursement from the Contracting Authority remains valid in the event that the amounts paid by the Guarantor turn out to be partially or totally not owed by the Contractor or the Guarantor (Article 104, paragraph 10, of the Code).

Art. 5 - Subrogation and Recourse

The Guarantor, to the extent of the amounts paid, is subrogated to the Contracting Authority in all rights, claims, and actions against the Contractor, its successors, and any other party in any capacity.

The Guarantor also has the right of recourse against the Contractor for the amounts 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.

Art. 6 - International Sanctions

No guarantor is required to provide coverage, offer any related benefits, or pay any claims to the extent that such coverage, benefits, or payments would expose the guarantor to any sanctions, prohibitions, or restrictions under United Nations resolutions or economic or commercial sanctions, legislation, or regulations of the European Union, the United States of America, the European Economic Area, and/or any other applicable national law concerning economic or commercial sanctions and/or international embargoes.

Art. 7 - Form of Communications

All communications and notifications to the Guarantor, dependent on this guarantee, to be valid, must be made exclusively by registered mail or via PEC sent to the addresses indicated in the Technical Sheet.

Art. 8 - Jurisdiction

In case of disputes between the Guarantor and the Contracting Authority, the competent court will be determined in accordance with Article 25 of the Code of Civil Procedure.

Art. 9 - Reference to Legal Provisions

For anything not expressly regulated, the provisions of the law apply.

xxxxxxxxxxxx, li xxxxxxxx

IL CONTRAENTE

IL GARANTE