Surety Bond pursuant to Article 103, paragraph 1, of Legislative Decree No. 50/2016
You can verify the issued contract online at the website: xxxxxxxxxxxxxxxxxxxxxxx
by entering Policy No.: xxxxxxxxxxxx and Control Code: xxxxxxxxxx

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

Standard Template 1.2 **Technical Sheet 1.2**	**FINAL SURETY BOND** **(Works, Services, and Supplies) (Article 103, paragraph 1, of the Code)**

This Technical Sheet is an integral part of the surety bond in accordance with Standard Template 1.2 as per Ministerial Decree dated 16/09/2022 No. 193 and subsequent amendments.

Surety Bond No.: xxxxxxxxxxxxx	**Guarantor:** xxxxxxxxxxxxx		
City: xxxxxxxxxxxxx	**Street:** xxxxxxxxxxxxx	**Postal Code:** xxxxxxxxxxxxx	**Province: .** xxxxxxxxxxxxx
Tax Code / VAT No.: xxxxxxxxxxxxx	**PEC (Certified Email)** xxxxxxxxxxxxx		
Contractor: xxxxxxxxxxxxx			
City: xxxxxxxxxxxxx	**Street:** xxxxxxxxxxxxx	**Postal Code:** xxxxxxxxxxxxx	**Province: .** xxxxxxxxxxxxx
Tax Code / VAT No.: xxxxxxxxxxxxx	**PEC (Certified Email)** xxxxxxxxxxxxx		
Contracting Authority: xxxxxxxxxxxxx			
City: xxxxxxxxxxxxx	**Street:** xxxxxxxxxxxxx	**Postal Code:** xxxxxxxxxxxxx	**Province: .** xxxxxxxxxxxxx
Tax Code / VAT No.: xxxxxxxxxxxxx	**PEC (Certified Email)** xxxxxxxxxxxxx		

Description of the Work/Service/Supply:
xxxxxxxxxxxxx

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

Place of Execution:

Award Cost (€):	**Auction Discount %:**
0,00	0,00
Guaranteed Amount (€): xxxxxxxxxxxxx	**% of the cost of the work:** 0,00

Start date of the surety bond: xxxxxxxxxxxxx	End date of the surety bond: xxxxxxxxxxxxx

Net Premium:	Accessories:	Taxable Amount:	Taxes:	Expenses:	Total Amount in Euro:
xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxxx

Possible Extensions from __________ to __________

Net Premium:	Accessories:	Taxable Amount:	Taxes:	Expenses:	Total Amount in Euro:
xxxxxxxxxxxx	xxxxxxxxx	xxxxxxxxxx	xxxxxxx	xxxxx	xxxx

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.

Issued in three copies with one effect on: __________
It is declared that the premium of € __________ has been collected, and it has a liberating effect on the insured, as provided for by Article 118 of the CAP.

THE CONTRACTOR

THE GUARANTOR

Copy for the Beneficiary

Standard Template 1.2 (Ministerial Decree 16/09/2022 No. 193 and subsequent amendments)
Final Surety Bond
(Works, Services, and Supplies)
Conditions Relevant to the Relationship Between Guarantor and Contracting Authority

Article 1. Object of the Guarantee
The Guarantor, in accordance with Articles 103, paragraphs 1 and 2 of the Code, undertakes to the Contracting Authority, within the limits of the guaranteed amount indicated in the Technical Sheet, to compensate for the damages suffered by the Contracting Authority as a result of the Contractor's failure to comply with the obligations set forth in the contract and to pay the amounts provided for by the aforementioned regulations.

Therefore, the Guarantor undertakes to pay what is due from the Contractor under Article 103 of the Code in case of:
a) non-fulfillment of any obligation arising from the contract;
b) compensation for damages resulting from any non-fulfillment of the obligations themselves;
c) reimbursement:
i) of the higher amounts paid by the Contracting Authority to the Contractor compared to the results of the final settlement, without prejudice to the recoverability of greater damages from the Contractor;
ii) of any additional expenses incurred by the Contracting Authority for the completion of the works in the event of contract termination due to the Contractor's default;
iii) of what is owed by the Contractor for non-compliance arising from the violation of rules and provisions of collective labor agreements, laws, and regulations regarding the protection, insurance, assistance, and physical safety of workers involved in the execution of the contract or present on-site or in places where services are provided in cases of service contracts.

Article 1. Extension of Guarantee
The guarantee is extended to obligations assessed against the Contractor by a final judgment arising from violations of commitments made with the signing of the legality protocol, if present in the tender documents.
The extension is effective on the condition that the violation is communicated by the Contracting Authority to the Guarantor during the validity period of the guarantee and is limited to an amount equal to 10% of the guaranteed sum at the time of such communication.
In this case, the guarantee, unless it has been fully executed for another reason in the meantime, will be automatically extended for the aforementioned amount beyond the duration specified in Article 2, up to six months following the final judgment confirming the violation, after which it will automatically lose effectiveness.

Article 2. Effectiveness and Duration of the Guarantee
The effectiveness of the guarantee:
a) begins from the date of contract signing;
b) ceases on the date of issuance of the testing certificate or the regular execution certificate, or on the date of issuance of the conformity verification certificate or the regular execution certification of the services, and in any case twelve months from the date of completion of the works, services, or supplies resulting from the respective certificate, at which point it will automatically extinguish for all purposes (Article 103, paragraphs 1 and 5 of the Code), except as indicated in the fifth paragraph of Article 1.
The early release of the guarantee before the deadlines indicated in paragraph b) of the first comma can only occur 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 failure to pay the premium/commission cannot be opposed to the Contracting Authority.

Article 3. Guaranteed Sum
The sum guaranteed by this surety is calculated in accordance with the provisions of Article 103, paragraph 1 of the Code, and is equal to:
a) 10% of the contractual amount in the case of awards with bids less than or equal to 10%;
b) 10% of the contractual amount, increased by as many percentage points as those exceeding 10%, in the case of awards with bids greater than 10%, and in the case of bids greater than 20%, by an additional two percentage points for every point of reduction exceeding 20%.
Where applicable, the guaranteed amount indicated in the first paragraph is reduced as provided by Article 93, paragraph 7 of the Code as provided in Article 103, paragraph 1 of the Code.
The amount of the guaranteed sum is indicated in the Technical Sheet.
The guarantee is progressively released automatically in proportion to the progress of execution, in accordance with the provisions of Article 103, paragraph 5 of the Code.

Article 4. Execution of the Guarantee
The Guarantor will pay the amount due from the Contractor, within the limits of the guaranteed sum at the time of execution, within fifteen days of receiving the simple written request from the Contracting Authority—sent for information also to the Contractor—indicating the amounts owed by the Contractor pursuant to Article 103, paragraphs 1 and 2 of the Code.
Such a request must reach the Guarantor within the deadlines specified in Article 2 and be formulated in accordance with Article 7.
The Guarantor does not enjoy the benefit of prior execution against the main debtor as per Article 1944 of the Civil Code and waives the exception referred to in Article 1957, paragraph 2 of the Civil Code.
The action for reimbursement against the Contracting Authority remains valid if the amounts 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, to the extent of the amounts paid, is subrogated to the Contracting Authority in all rights, reasons, and actions against the Contractor, their successors, and assignees of any kind.
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 information in its possession.

Article 6. International Sanctions
No guarantor is required to provide coverage and to render subsequent benefits or to pay any claim, to the extent that providing such coverage, rendering such benefits, or paying such a claim could 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 7. Form of Communications
All communications and notifications to the Guarantor arising from this guarantee, in order to be valid, must be made exclusively by registered letter or via certified email (PEC) sent to the addresses indicated in the Technical Sheet.

Article 8. Jurisdiction
In the event of a dispute between the Guarantor and the Contracting Authority, the competent jurisdiction is that determined pursuant to Article 25 of the Code of Civil Procedure.

Article 9. Reference to Legal Provisions
For everything not otherwise regulated, the legal provisions apply.

xxxxxxxxxxx, on the date of xxxxxxxxxxxxxxx

THE CONTRACTOR **THE GUARANTOR**