



TENDER REGULATIONS

Publishing Agreement for GENUS review 2025-2027.

Department of Statistics - Sapienza University of Rome

CIG

This Annex shall be signed for acceptance by digital signature and transmitted with the required administrative documentation and economic offer.

Subject: Publishing Agreement for GENUS REVIEW from the 1st of January 2025 to the 31st of December 2027.

Genus Magazine Publishing Service, for a total of 9 articles per year for three years.

The procedure is on behalf of the Department of Statistical Sciences at the Faculty of Engineering, Informatics and Statistics of the University of Rome "LA SAPIENZA".

Place of delivery of the supply:

Department of Statistics, P. le Aldo Moro, 5 – 00185 Rome.

Presumed consideration for the 3 year term: € 37.500 + 4% IVA (Italian VAT) (1.390 € for each articles, 9 articles for year)

How to offer: Lower price in the catalogue

Method of entrustment: Direct award pursuant to Article 50, paragraph 1, letter a) and b) D.lgs. 36/2023.

The following documents must also be sent during the submission of the economic offer:

- Economic Offer
- Declaration L. 136/2010 (see attached forms);
- ESPD / DGUE
- GDPR_Data processing declaration (see attached forms);
- The University Code of Conduct

The applied national and territorial collective agreement is publishing. The economic operator that adopts a collective agreement different from the one indicated by the Administration guarantees the equivalence of the protections and any supporting documentation regarding the equivalence of its own collective agreement.

Grounds for exclusion from Art 94 to 100 D.Lgs 36/2023

The Contracting Entity verifies the declarations in the manner indicated by the University Guidelines Prot. 60790 of 3/7/2023, as provided by Article 52 of Legislative Decree 36/2023. If, as a result of the verification, it is not confirmed that the general or special requirements declared have been met, the procuring entity shall terminate the contract, call off any definitive guarantee, the notification to ANAC and the suspension of the economic operator from participation in the award procedures launched by the same procuring entity for a period of one to twelve months from the adoption of the measure.

Social clauses and criteria for energy and environmental sustainability. - Art. 57 D.Lgs 36/2023 paragraph 1 and 2

The operator is required to indicate the measures that he takes aimed at ensuring equal opportunities for



generations, gender and employment inclusion for people with disabilities or disadvantaged, employment stability of the staff employed, as well as the application of national and territorial sectoral collective agreements or agreements concluded by employers' associations and workers.

The operator must provide a declaration of commitment indicating how it intends to comply with this commitment pursuant to Article 102 D.Lgs 36/2023.

Price revision - Art. 60 D.Lgs 36/2023

In the event of an increase or decrease in the cost of the service or goods exceeding five per cent of the total amount occurring during the performance of the contract, the prices shall be updated by 80 per cent (80 per cent) the variation in relation to the principal performance. The following ISTAT synthetic indices shall be used to calculate the change in prices:

- With regard to works contracts, synthetic indices of construction cost;
- With regard to service and supply contracts, consumer price indices, industrial and service producer prices and hourly contractual wage indices.

Pantouflage clause:

Under penalty of exclusion, the operator must declare that no employment contracts have been concluded or in any case assigned to former civil servants, in violation of art. 53, paragraph 16-ter, d.lgs. n. 165/2001. The Administration reserves the right to verify the veracity of the information contained in the statement issued and at the same time informs that, the violation of the prohibition under art. 53, paragraph 16b of D.Lgs. n. 165/2001, however ascertained, will involve: - exclusion from the procedures of entrustment against the subjects for whom the violation from art. 53, paragraph 16-ter, of d.lgs. 165/2001; - nullity of the contracts and contracts awarded in breach of the prohibition and of the contracts awarded to the former civil servant by the private entities indicated in the standard; - the impossibility for private parties who have concluded contracts or entrusted contracts in breach of the prohibition to contract with public administrations for the following three years; - the possibility of bringing an action for damages against former employees who have been found to be in breach of the prohibitions contained in art. 53, paragraph 16-ter, d.lgs. 165/2001; - Report by the Anti-Corruption Officer of the violation of the pantouflage ban by a former employee to the ANAC and the administration where the employee served and, where appropriate, to the institution where the former employee was hired.

Conflict of interest:

I note the prohibition to entrust - with any procedure of public evidence - supplies of goods and services and public works to individual firms, companies of persons, companies of capital, of which they are owners or partners, or in which they hold managerial positions, the spouse or the partner more uxorio or relatives and the like up to and including the fourth degree, the professor or researcher even for a fixed period on whose research funds the cost of custody is incurred; The prohibition does not apply to joint stock companies in which the share held by the spouse, relative or similar is less than 5% of the share capital, the operator undertakes to communicate any relationship as mentioned above.

Fund Managers: Prof. Elisabetta Barbi

Code of conduct:

In carrying out the activities covered by this procedure, the staff in charge must comply with the provisions of the Code of Ethics and Conduct adopted by the University of Rome "Sapienza" with Rector's Decree no. 3430/2022 (Prot. no. 107441 of 28.11.2022).

Terms of completion of the contract: The contract will start from the 1st of January 2025 and will end on the 31st of December 2027.

Payment Terms: The payment of the service will be made 30 days after receipt of the invoice by bank



transfer to a dedicated account of which the Company is obliged to ensure traceability in accordance with L. 136/2010 and s.m.i. Breach of this obligation shall result in termination of the contract by law. Payment will also be subject to verification of the regularity of the requirements. Invoices must clearly and obligatorily include the following details:

- **The object of the purchase procedure**
- **The CIG (Identifying Code for Public Procurement)**
- **The IBAN declared in accordance with Law 136/2010**

THE BILLING ADDRESS MUST BE THE FOLLOWING ONE:

**Department of Statistical Sciences
University of Rome "La Sapienza"
P.le Aldo Moro, 5 – 00185 Rome VAT
Number: 02133771002
Tax Code: 80209930587**

Resolution for default and withdrawal:

In the event of breach of contractual obligations, the Department of Statistical Sciences in the heading reserves the right to terminate the contract pursuant to and for the purposes of art. 1453 c.c., with written communication to be sent by registered letter to/r, with a notice of 20 (twenty) days.

The provisions of art 122 D.Lgs 36/2023 **are implemented. In the case expressly provided for by paragraph 4 of art. 122 the operator shall pay the penalty of 1,00 for each working day of delay from the expiry of the 30 working days granted following the conclusion of the service.**

In any case, the rights of the Department of Statistical Science to compensation for any damages remain unaffected.

The Department of Statistical Sciences also reserves the right to unilaterally withdraw from the contract at any time without any charge, with a notice of at least 20 (twenty) days to be communicated to the Company by registered letter a/r.

In the event of withdrawal, the Company will be entitled to the consideration limited to the performance performed, according to the fees and conditions laid down in the contract.

Processing of personal data:

Personal data will be collected and processed only for the management of the tender activity, pursuant to art.13 of EU Regulation n.679/2016 of 27.4.2016 "General Data Protection Regulation" and Legislative Decree n.196/2013 "Code on the protection of personal data, as amended by Legislative Decree n.101 of 10.08.2018, containing provisions for the adaptation of national law to the European Regulation.

Delivery Method: Delivery on the floor in the premises: Piazzale Aldo Moro, 5 - 00185 Rome - PALAZZINA CU002 - IV Floor - Room 45

Single Project Manager: Dott.ssa Maria Teresa Chiaranti **e-mail :**
mariateresa.chiaranti@uniroma1.it

For any request or clarification please write to: amministrazione.dss@uniroma1.it

The Chief Executive Delegate

Dott.ssa Claudia Avella