

**Rai Radiotelevisione Italiana S.p.A.**

**REGULATIONS FOR USE OF**

**THE RAI ONLINE PURCHASING PORTAL**

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**Preamble**

RAI Radiotelevisione Italiana S.p.A., with registered offices at no. 14 Viale Mazzini, Rome (hereinafter also referred to as "RAI"), uses the RAI Online Purchasing Portal (hereinafter also referred to as the "Portal" or "Purchasing Portal") for the electronic management of the contractor selection procedures pursuant to Italian Legislative Decree no. 50/2016, as well as for the electronic management of its Register of Suppliers.

This document regulates the means through which the Economic Operators access the portal in order to participate in online tenders and for registration for inclusion in the RAI Register of Suppliers.

The “registration” on the Portal and the acceptance of these Regulations constitute the necessary conditions for the relevant Economic Operators to be able to take part in online tenders (see Heading II) and to submit a request for inclusion in the RAI Register of Suppliers (see Heading III).

By signing the "*RAI Online Purchasing Portal Application Form*" (See Art. 2 under Heading I), the Economic Operator unconditionally accepts the entire contents of these Regulations.

If RAI decides to issue an online tender, it will:

* publish the invitation to tender on the Online Purchasing Portal (for procedures with prior publication of a tender notice)
* invite the Economic Operators selected to take part, with a notice sent to the certified email address provided during the "registration" process (for negotiated procedures without prior publication of a tender notice.)

“Registration” and access to the Purchasing Portal, participation in the online tenders held by Rai and the submission of requests for inclusion in the RAI Register of Suppliers are all free of charge.

The purchase, installation and configuration of hardware, software, digital signature certificates, certified email addresses and links for access to the Internet remain the sole responsibility of the Economic Operator.

Further conditions relating to the implementation of each online tender process are governed by the documentation available on the Portal, as well as by the relevant laws in force, including, in particular, Italian Legislative Decree no. 163/2006 and all related Implementing Regulations.

The preamble constitutes an integral and substantial part of this document.

# Heading I

# General Section

## Article 1 - Definitions

Under this Regulation, each of the following terms has the meaning given below:

**Account:** the set of personal identification codes consisting of the *User ID* and *Password* which allow the Economic Operator to access the System;

**Product Group Tree:** the classification according to which RAI Supplies, Works and Services are categorised and split into activities, forming homogeneous product categories (by technological nature, type of activity etc...);

**Certified email address of the Economic Operator:** the certified email address (or similar instrument in the Member States, in the case of foreign operators) indicated by the Economic Operator at the time of registration in the System, to be used to receive communications related to the activities conducted within the aforementioned System; upon registration, the Economic Operator will elect to receive notifications at the aforementioned certified email address, in accordance with Article 52 and 76 of Italian Legislative Decree No. 50/2016.

**Certified email address of the RAI Online Purchasing Portal:** the certified electronic email address through which all communications regarding the activities performed within the System are managed;

**Supplier database**: database in which the information acquired by Rai through the completion of the registration form and the form for inclusion in the Register of Suppliers by the relevant Economic Operators is stored;

**Digital signature:** a particular type of electronic signature based on a system of cryptographic keys, one public and one private, as defined by Italian Legislative Decree No. 82/2005 and subsequent amendments and additions (Digital Administration Code);

**Online tender:** any "*event*" that takes place in "online" mode on the Purchasing Portal (e.g. open procedure, restricted and negotiated tenders, market surveys, requests for bids, etc.);

**RAI Register of Suppliers**: a list of qualified companies, the purpose, requirements, methods of registration and rules of operation of which are governed by the Regulations adopted by RAI;

**System Manager:** the company BravoSolution Italia S.p.A., as technical manager of the software applications necessary to operate the computer systems managed by the System, as engaged by RAI in accordance with Article 290 of the Italian Presidential Decree No. 207/2010 and subsequent amendments and additions;

**Economic Operator***:* the contractor, supplier or provider of services that, following the registration request sent to Rai through the Portal, is provided with the permissions necessary to operate within the System;

**Certified Email Address:** The Certified Email Address, pursuant to Article 1, Paragraph 1, Letter V-bis of Italian Legislative Decree No. 68/2005 and subsequent amendments and additions, a communication system to which email messages can be successfully sent and to which receipts from third parties can be provided;

**Portal:** The RAI Radiotelevisione Italiana S.p.A. Online Purchasing Portal, or the virtual online environment, managed by a third party (BravoSolution S.p.A.), through which both online tenders and registration for inclusion in the RAI Register of Suppliers take place;

**Registration:** the result of the procedure that enables the relevant Economic Operators to obtain permission to access the System and participate in the online tenders and/or submit a request for inclusion in the RAI Register of Suppliers;

**System Registrations:** the electronic files which contain the records, data, documents and information relating to the hosting and management of online tenders, as well as of the "Register of Suppliers" section;

**System:** The IT system that enables online tender processes to be held and managed, along with the "Register of Suppliers" section and the relevant database;

**Customer Profile:** the online site (www.portaleacquisti.rai.it) through which the Economic Operator accesses the System;

**System user/s:** all persons operating within the System, including the System Manager and the Economic Operators, as well as any other persons to whom RAI provides access.

## Article 2 - Access to the Purchasing Portal and technical equipment

Economic Operators are granted access to the portal on the successful completion of the registration process.

The registration process mentioned above must be completed by filling in the "*RAI Online Purchasing Portal Application Form*", which must be submitted to the System and signed with a digital signature by the Legal Representative of the Economic Operator or his/her solicitor.

Upon registration on the Purchasing Portal, Economic Operators will be provided with an key (*User ID* and *Password*), allowing them to access the System.

The *User ID* and *Password* allow RAI to identify each Economic Operator.

In order to complete the registration, the Economic Operator must possess and indicate a certified email address.

Electronic communications will be sent by the Portal to the certified email address provided by the Economic Operator during the registration process.

It is the responsibility of the Economic Operator to check the certified email address indicated during registration and to promptly update the System following any changes to the above-mentioned address.

If an Economic Operator from another Member State or another country outside the EU, not resident in Italy, is unable to acquire a certified email address, the aforementioned may use an ordinary email address for registration, provided that mails sent from certified email addresses can be received at the above. This address will be used for electronic communications from the Portal. In such cases, within the context of e-tendering processes, all communications pursuant to Article 76 of Italian Legislative Decree No. 50/2016 shall be sent/received through the aforementioned ordinary email address (capable of receiving messages from certified accounts), and/or other similar tool, in accordance with Article 76 of Italian Legislative Decree. No. 50/2016.

The Legal Representative must also be in possession of a valid digital signature certificate, issued by a Certification Authority which operates in accordance with a license or authorisation issued by an EU Member State included in the list referred to in Article 11 of Directive 1999/93/EC. The format of this signature must comply with the provisions of Decision 2011/130 / EU of 25 February 2011 as adopted by the European Commission ([[1]](#footnote-1)).

Please note that CADES and PADES are the only digital signature formats accepted.

For each digitally signed document, the digital signature certificate should be valid on the date of the signature.

Formats other than PADES and CADES will only be accepted when dealing with Economic Operators established in other States where such formats are not recognised or in common use. In such cases, the Economic Operator(s) in question must comply with the following guidelines:

* the Legal Representative must be in possession of a valid digital signature certificate, issued by an internationally-recognised Certification Authority;
* at the time of registration, the Economic Operator must specify the procedures used for verifying the validity of the digital signature, in accordance with the system adopted by the Certification Authority;
* the aforementioned methods of digital signature verification will be used by Rai for registration purposes, during the electronic tendering process and on submission of requests for inclusion in the RAI Register of Suppliers, whenever digital signing of documents is necessary.

In addition, access to the portal shall only be granted to Economic Operators in possession of the computer equipment expressly indicated on the homepage of the Portal itself, in the "Minimum System Requirements" area. In particular, Economic Operators who wish to use the Portal are required to be in possession of a personal computer which complies with current standards as defined by the market, with Internet connection and equipped with a standard browser.

## Article 3 - Duration of these Regulations

Except in the occurrence of certain events, these Regulations shall remain valid until the expiration of the contract between RAI and the Manager of the System, and will continue to have effect until the conclusion of the procedures launched during the period of validity of the aforementioned contract.

These Regulations, any changes made to the same pursuant to the following article and the acceptance of the foregoing are unilaterally connected with the contract for supply of services for the electronic management of tendering procedures; as such, if the latter should become ineffective, these Regulations, any amendments thereto and the acceptance of the foregoing shall therefore be deemed void.

## Article 4 -Changes to these Regulations

Access to the Portal, participation in online tenders and the submission of requests for inclusion in the RAI Register of Suppliers are all dependent on the timely and unconditional acceptance of these Regulations and of any subsequent amendments and additions thereto.

RAI reserves the right to change these Regulations at any time. Such changes shall be at the sole discretion of RAI. In such cases, the new version of the Regulations will be published on the Portal and a message will be sent to the email address indicated by the Economic Operator on registration.

Changes to the same will become fully effective upon publication on the Portal.

## Article 5 - Guarantees and obligations

In using the Portal, RAI and the Economic Operators agree to operate with professional care, in accordance with Article 1176, Paragraph 2 of the Italian Civil Code.

With regard to the use of the Portal, the Economic Operator shall:

* comply with the terms and conditions set forth in these Regulations and in the documentation provided in the information sections of the Portal;
* view and download the tender documents prior to submission of the request to participate and/or the bid;
* not engage in anti-competitive conduct or practices, or in behaviours which violate any laws, regulations and/or third party rights, and will refrain from spreading false, misleading or illegal information;
* treat the data and information relating to each online tender as strictly confidential or reserved.

Through the System Manager, RAI agrees to take all appropriate precautions and technical measures to protect data security and to safeguard the commercial information exchanged during online tender processes and/or when registering on the RAI Register of Suppliers, and to prevent access to the same by unauthorised third parties. The Economic Operator agrees to use and configure their software and their hardware in order to ensure the security of online tenders and the Register of Suppliers.

With regard to the use of the Portal, the Economic Operator represents and warrants that it has full ownership or access to the data, information and content provided to RAI, and that the use of the latter by RAI does not infringe upon any third party rights nor violate any laws and/or regulations.

The Economic Operator agrees to use the Services for lawful purposes only, and in any case, in compliance with the legal provisions on the protection of personal data and intellectual property. Furthermore, the Economic Operator agrees to indemnify and hold harmless RAI from any claim or demand which might arise from the use or misuse of the services in question.

The Economic Operator agrees to not post content that violates the laws and regulations in force, including, in particular, the laws relating to copyright or to other intellectual or industrial property rights, or that violates or allows others to violate rules on privacy protection.

It is also expressly forbidden to transmit files that may be infected with viruses, from unsafe sources, or files that in any case may be considered to be potentially harmful (for illustrative purposes only: viruses, spyware, malicious code, Trojan horses, etc.). In general, it is forbidden to carry out any actions that could damage, disable, overload or otherwise impair the functionality of the Portal or interfere with the use thereof by third parties.

The Economic Operator shall indemnify Rai from any claim for damages resulting from:

* violation of the laws protecting copyright or other intellectual or industrial property rights or privacy;
* violation of the prohibitions referred to in the fifth paragraph of this article; and to reimburse all legal costs incurred by RAI for its defence in proceedings brought against the company.

Both RAI and the Economic Operator must give immediate and mutual notice of any claim, action or dispute raised by a third party of which they become aware.

The Economic Operator agrees that the registration data and the data and information provided subsequently may be fed into a database exclusively owned by RAI, the technical management of which is entrusted to the System Manager.

In respect of the obligations referred to in this Article, as well as those which may be deemed the responsibility of the Economic Operator in other parts of these Regulations, it is to be understood that the latter shall ensure compliance with the above on behalf of themselves and of their employees, contractors, sub-agents and representatives.

## Article 6 - Limitations of responsibility and the absence of guarantees

In accepting these Regulations, the Economic Operator agrees that RAI and the Manager of the System are not liable for any damage and/or detriment to the Economic Operator as a result of usage of the Portal that does not comply with the provisions of these Regulations, including loss of business opportunities, loss of profits, loss of data, damage to image, claims, actions and/or disputes raised by third parties.

The Economic Operator acknowledges that the email alert and RSS feed services requested do not exempt the latter from the obligation to consult the Portal and apprise themselves of information relating to the tender procedures announced by RAI (including any communications relating to these procedures) .

Neither RAI nor the Manager of the System take any responsibility for loss of data, delays, malfunction, suspension and/or interruption of Portal services during the online tender process or activities relating to registration on the Register of Suppliers caused by:

* "Force Majeure" events, including (for illustrative purposes only): interruptions to electrical power or telephone lines or network connections caused by third parties, strikes, industrial disputes, wars, reasons relating to the state or to civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
* any defects in the equipment and systems used by the Economic Operator to connect to the Portal.

In case of Portal faults or malfunctions not due to defects in the equipment and systems used by individual Economic Operators or to "Force Majeure" events, RAI reserves the right to continue with the tender process via traditional means (i.e. outside the system), notifying the participants at the address provided or, where appropriate, extending deadlines for the submission of bids.

The Economic Operator acknowledges and accepts that RAI:

* reserves the right to prohibit the use of the Platform where any form of prejudice could result therefrom;
* does not guarantee access to any content of websites to which links on the Portal may redirect, and cannot be held to account for the truthfulness, completeness and compliance with the law and with the rights of third parties of such websites.

## Article 7 - Industrial and intellectual property

All material published on the Portal is protected by intellectual property rights, in accordance with current legislation on applicable copyright protection (in particular the Berne Convention and Law 633/1941, and successive amendments).

The content and information made available by RAI through the Portal is the property of the aforementioned.

The Economic Operator agrees not to download, reproduce, transmit, sell or distribute, in whole or in part, in any capacity, the content and information available on or received through the Portal for purposes other than those provided for on the Portal and as part of individual online tenders.

## Article 8 - Protection of personal data

## (Notice pursuant to Article 13 Regulation (EU) 2016/679)

Pursuant to and in accordance with Article 13 of the General Data Protection Regulation (Regulation (EU)2016/679, hereinafter referred to as the Regulation), please be advised that the personal data of the subjects that make up the corporate structure of the company (for example: personal data, addresses, contact data, navigation logs, judicial data etc.) as provided by the Economic Operators at Rai Radiotelevisione Italiana S.p.A. with registered office in Viale Mazzini 14 – 00195, Rome, Tax Code and VAT number 06382641006 (the Data Controller, hereinafter also referred to as “the Company”, the “Data Controller ” or “RAI”) will be processed strictly for the purposes connected to the use of the Purchasing Portal, as indicated below:

* for participation in and fulfilment of online tenders and for other types of contract awarding procedure, as provided for under the applicable legislation;
* for inclusion on the RAI Register of Suppliers and for the management of this register;
* for the fulfilment of legal requirements (resulting from accounting/ tax regulations, etc.);
* for the possible subsequent drafting and management of contracts;
* for the management of claims or litigation (in or out of court);
* for the management of the Supplier database;
* for requests for and receipt of technical assistance regarding the use of the Purchasing Portal.

The provision of personal data for the purposes outlined above is necessary, in that any refusal by the Economic Operator to provide such information will render it impossible to access the Portal and consequently, to participate in online tenders and/or other contract awarding procedures and/or to be included in the Register of Suppliers.

 In addition to the purposes described above, the data provided may be only be processed in order to fulfil the obligations required by the applicable laws, regulations or Community and national legislation, as well as by the provisions stipulated by the Supervisory Bodies operating within the sector. Data will only be disclosed to other parties in the cases expressly provided for under the law.

The possible termination of the contractual relationship and/or the obligations required for pre-contractual purposes and/or the legal obligations to which Rai is subject constitute the legal grounds for the processing of the personal data.

The personal data will be processed both with and without the aid of electronic means, in accordance with organisational, physical and logistical measures that guarantee the security and confidentiality of this data, in line with the principles of lawfulness, fairness and transparency.

The personal data provided will be kept for the time necessary in order to pursue the aforementioned purposes, and in any case for a maximum of 10 years, in accordance with the provisions set out in Article 2946 of the Italian Civil Code, as well as for the time necessary in order to handle any complaints or disputes, whether these are contractual, legal, or fiscal in nature, and/or pertain to the defence of the rights of RAI and/or the Corporate Group.

The personal data provided by the Economic Operator may be communicated to any subjects who perform services on behalf of RAI that are instrumental to the purposes referred to above, such as - for illustrative purposes only - subsidiary companies, investee companies and/or companies otherwise connected to RAI; subjects, bodies and/or companies that manage and/or contribute to the management and/or maintenance of the electronic and/or telematic tools used, including suppliers, contractors, subcontractors, who work as external Data Processors.

The personal data may also be communicated to supervisory bodies, judicial authorities and all other entities to whom disclosure is mandatory, in accordance with a specific legal provision.

The personal data provided by the Economic Operators will in no way be disseminated.

The personal data provided by the Economic Operator will also be communicated to the company BravoSolution Italia SpA, operating under the name "JAGGAER", with headquarters in Bergamo, Via Canonici Lateranensi 1, appointed by RAI as "External data processor" pursuant to Article 28 of the Regulation; the aforementioned company shall also perform the role of "System Manager", responsible for the execution of general and technical management services for the Purchasing Portal and for the computer applications required for the operation of the Portal itself.

Specifically, the Manager of the System is responsible for the virtual, physical and logistical security of the System itself, as well as occupying the role of system administrator, and is in any case responsible for taking all measures established by the Regulation concerning the protection of personal data.

Navigation logs are generated, stored and managed by the data processor BravoSolution S.p.A., operating as "JAGGAER", with registered office in Bergamo, Via Canonici Lateranensi 1; the company owns the underlying technology of the Portal.

The data subject shall have the right to request access to the personal data from the Data Controller, as well as the right to the rectification or erasure of personal data concerning him or her; the data subject may also object to the processing of the personal data in question (Article 15 et seq. of the Regulation).

The relevant application can be submitted to RAI in the following ways:

* by sending an email to the Privacy Manager at: privacymanager.acquisti@rai.it;
* by sending an email to: privacy@rai.it;
* by sending a written request to the following postal address: Rai, Viale Mazzini 14, 00195 Roma, Attn: Struttura Coordinamento Privacy.

Given the necessary conditions, the data subject also has the right to lodge a complaint with the Italian Data Protection Authority (Articles 77 et seq. of the Regulation).

RAI has appointed a Data Protection Officer, who may be contacted in case of queries concerning the processing of personal data, at:dpo@rai.it.

Personal data shall not be transferred abroad and/or to countries outside of the European Union.

## Article 9 - Withdrawal of access

RAI reserves the right to revoke access at any time for users guilty of improper and/or fraudulent use of the Portal, without prejudice to the right to take action to obtain compensation for any damage suffered.

## Article 10 - Subsidiary regulations

All matters not specifically covered in these Regulations and in the documents which form an integral and substantial part thereof will be subject to the rules of the Italian Civil Code, as well as Italian legislation on software protection, in particular Legislative Decree No. 518/1992 adopted pursuant to Directive 91/250 / EU, and Law no. 633/1941 on copyright, as well as any subsequent amendments and additions.

## Article 11 - Applicable law and jurisdiction

The Regulations are written in Italian and are governed by Italian law, to which all matters not expressly provided for herein shall be referred.

Any dispute will be settled, exclusively, at the Court of Rome.

# Heading II

# Online Tenders

## Article 12 - Procedure for participation in online tenders

Without prejudice to the forms of communication provided for by law, RAI will publicise its intention to host an online tender in one of the following ways:

* publication on the Portal of invitation to tender, where provided;
* sending an email notification to the Economic Operators selected under the specific tender procedure.

In the restricted area of the Portal dedicated to each tender, the Economic Operator will find the documentation relating to the tender procedure, which establishes, among other things, the deadline for submission of the request to participate and/or the bid.

The request to participate and/ or the bid must be submitted to the system in electronic format and digitally signed by a legal representative or solicitor.

The statements pursuant to Italian Presidential Decree No. 445/2000 supporting the request to participate and/or the bid must be signed in the System via a digital signature by the declaring party.

## Article 13 - Procedure for hosting the online tender process

Participation in the online tender process requires the Economic Operator to accept the conditions of participation.

The procedure for presentation of documentation will be detailed by RAI in the tender documentation.

In order to be admissible, each bid must be signed by the Legal Representative of the competitor, or by his solicitor, by means of a digital signature, and will be identified by the *username* and *password* assigned to the competitor by the System.

In case of submission of bids by temporary business groups, ordinary consortia of competitors or EEIG (European economic interest groupings) that have not yet been established, the bid must be signed (via digital signature) by the legal representatives, or the respective solicitors, of each of the Economic Operators that will form the temporary group, the consortium or the EEIG.

## Article 14 - Expiry dates and procedure for the submission of the request to participate and the bid

Requests to participate and bids must be submitted to the System - and more specifically, to the area dedicated to the online tender in question - within the deadline specified in the tender documents. Failure to do this may result in the inability to submit the above to the Portal after this deadline, and the consequent inadmissibility of the same.

The official deadline for submission of requests to participate and/or bids is that provided on the Portal.

## Article 15 - Technical procedures for the submission of the request to participate and the bid

Each of the individual documents presented must have a maximum size of 30 MB and have names no longer than 20 characters (not including the file extension). Compressed files and/or folders (e.g. with the file extension .zip) containing one or more documents must not be submitted, even if signed digitally.

## Article 16 - Online Auctions - online dynamic negotiations

As part of any type of tender process, RAI reserves the right to make use of online auctions or online dynamic negotiations in the manner indicated in the tender documents and in accordance with local regulations.

## Article 17 - Content and effectiveness of recordings

The recordings made on the technological platform constitute full and exclusive evidence with regard to the content and the time of each electronic communication.

## Article 18 - Communications regarding events and measures

The actions and communications of RAI and the System Manager with regard to the Economic Operators at each stage of the event (including, but not limited to the preliminary stages of activation and the subsequent hosting of the tender procedure as well as the awarding of a contract and suspension, interruption, re-opening or cancellation thereof) may be performed/transmitted in accordance with two different operating procedures, which may also be combined with each other:

1. from System;
2. outside System.

Under the *from System* procedure, the Economic Operator:

* must submit the request to participate and/or the bid in the manner specified in the tender documentation;
* must communicate using the "Messaging" tool on the Portal.

Under the *outside System* procedure, the Economic Operator must communicate with RAI, the System Manager and/or both in the following ways:

1. electronically, via PEC registered email (or similar instrument in the Member States, in the case of foreign operators);
2. via hard copy, with registered letter with acknowledgement of receipt or fax.

The Economic Operator is **required to adhere to operating procedures established by Rai**.

With regard to telephone communications with the Economic Operator, the System Manager may proceed with the recording the aforementioned, in full compliance with the regulations in force.

For security reasons, all documents - including the measures adopted by the Contracting Authority - are "physically" present in the Portal, and confirmation that these documents have been uploaded, as well as indications as to the exact location at which these can be found, will be provided to the Economic Operator in an email sent to the address provided.

Measures concerning an Economic Operator (e.g. exclusions, awards etc.) will be stored in the portal, in the special section designed for this purpose. Access to this area is granted to the Economic Operator and the Contracting Authority.

## Article 19 - Suspension of the tender process and subsequent relaunch according to a different procedure

If RAI decides to suspend the online tender process, the Economic Operator will be informed of this via the Portal, and where a negotiated procedure without prior publication of a tender notice is due to take place, the foregoing will also be communicated by email; subsequently, the new deadline for the submission of bids will be communicated via the Purchasing Portal and, where a negotiated procedure without prior publication of a tender notice is due to take place, the foregoing will also be communicated by email.

In case of malfunction of the Portal or at its sole discretion, RAI reserves the right to continue with the tender process in the traditional manner (paper-based), giving notice thereof to the participants at the address provided; the latter will not be able to claim compensation for damages arising from this.

## Article 20 - Liability

Rai does not assume any responsibility for non-participation in the tender, for the impossibility of continued participation of an Economic Operator or for any form of Portal malfunction.

Participation in the tender process through the use of the *User ID* and *Password* entails the fulfilment of the relevant legal acts that are automatically ascribed to the company responsible for these; the latter is therefore required not to distribute these to third parties and to take all necessary measures to ensure the confidentiality thereof.

RAI is therefore exonerated from any liability related to the improper use of the *User ID* and *Password*, including by third parties.

From this point forwards, the competitor agrees to indemnify RAI against any damage arising therefrom.

In case of loss or theft of the *User ID* or *Password*, the Economic Operator will be required to give prompt notice of this to the System Manager, as well as informing RAI.

## Article 21 - Access to records

For all records and documents other than those already made available through the Portal, in the area dedicated to each individual negotiation procedure, access to records will be granted within the terms provided, and in accordance with the laws in force. Access may be achieved by searching the Portal sections that contain the electronic documentation pertaining to the records of the procedure itself.

## Article 22 - Head of procedure for online tender processes

The position of Head of Procedure for online tenders will be occupied by the subject indicated from time to time in the individual awarding procedure documents.

# Heading III

# Register of Suppliers

## Article 23 - Creation and management of the “Register of Suppliers” section

Within the Purchasing Portal, Rai has established the "Register of Suppliers" section, where the relevant Economic Operators can begin the process for registration on the RAI Register of Suppliers by selecting the RAI category(ies) compatible with their own area(s) of activity from one of the Product Group Trees and completing the corresponding questionnaires.

RAI reserves the right to modify the composition of the Product Group Trees at any time, giving appropriate notice of this to the Economic Operators registered within the categories that are subject to change.

The purpose, requirements and methods of registration as well as the rules of operation of the RAI Register of Suppliers are governed by the relevant RAI Regulations provided in the "Register of Suppliers" section on the Portal.

All information communicated through the "Register of Suppliers" section is archived within the Supplier Database.

**RAI ONLINE PURCHASING PORTAL APPLICATION FORM**

I, the undersigned  born in  on , in the capacity of and as legal representative of the Company , with registered offices in  (Italian Tax Code: ) declare that I have read and acknowledged the entire contents of the "Regulations for Use of the RAI Online Purchasing Portal" and subsequent amendments (hereinafter "Regulation"), and accept these fully and unconditionally.

Pursuant to Article 1341 of the Italian Civil Code, I expressly approve the following articles of the Regulations:

* Article 4 -Changes to these Regulations
* Article 5 - Duties and Guarantees
* Article 6 - Limitations of responsibility and the absence of guarantees
* Article 9 - Withdrawal of access
* Article 11 - Applicable law and jurisdiction
* Article 20 - Liability

I also declare that I have indicated a valid certified email address in the field provided for this purpose on this online registration form, as required by Article 2 of these Regulations.

*NOTE: this document, duly completed and digitally signed with a valid digital signature, must be uploaded to the system, as detailed in the section "Access". After having saved the page, the Portal will return to you the page indicating the outcome of the signature verification (green or red icon.). Please note that for foreign Economic Operators, the outcome of the digital signature verification process may be negative. This does not constitute an impediment to the completion of the registration process).*

1. () The validity of the digital signature can be verified directly on the website of the Digital Agency for Italy (Agenzia per l’Italia Digitale - http://www.agid.gov.it/), by downloading one of the types of software listed in the "Software for Verification of Electronic Signatures" section (especially the DSS - Digital Signature Service, also available in WebApp mode) **http://www.agid.gov.it/identita-digitali/firme-elettroniche/software-verifica**. [↑](#footnote-ref-1)