



Request for Proposal (RFP) 05/08 Amendment 1

Date: 21 July 2008

Dear Sir/Madam,

Subject: RFP 05/08 for the provision of Media Planning and Buying of Advertising Space in outdoor, print, radio and television media for Conducting Promotional and Public Educational Campaign.

1. You are requested to submit a proposal for the following services, as per enclosed Terms of Reference (TOR):

Lot1

Media Planning and Buying of Advertising Space in OUTDOOR MEDIA for Conducting Promotional and Public Educational Campaign

Lot 2

Media Planning and Buying of Advertising Space in PRINT MEDIA for Conducting Promotional and Public Educational Campaign

Lot 3

Media Planning and Buying of Advertising Space/Time in RADIO MEDIA for Conducting Promotional and Public Educational Campaign

Lot 4

Media Planning and Buying of Advertising Space/Time in TELEVISION MEDIA for Conducting Promotional and Public Educational Campaign

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)
- vi. Performance Security Form.....(Annex VI)
- vii. Proposal Security Form.....(Annex VII)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 15 August 2008.

UNDP Zagreb
Procurement Unit
Radnička 41/8
10000 Zagreb

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to indicate whether you intend to submit a proposal no later than 28 July 2008 at the following e-mail address tender@undp.hr.

Yours sincerely,

UNDP Croatia

Instructions to Offerors

A. Introduction

1. General

The Project Management and Technical Support Unit (PMTSU) of UNDP start implementation of the subject project on behalf of the Ministry of Economy, Labor and Entrepreneurship. The project is financed by Global Environmental Facility (GEF), through the United Nations Development Program (UNDP).

The Project is focusing on development and implementation of investment support instruments for financing implementation of energy efficiency pilot projects to demonstrate the effects and profitability of such projects for final consumers.

The main aim is to stimulate a development of a dynamic EE market place where qualified companies will offer integrated EE solutions, and informed customers will be motivated to seek such services.

The Project aims to conduct a promotional, informational and educational public campaign for a purpose of increasing awareness and motivation of end-users of energy supplies, products and services towards more energy efficient products and services.

Therefore the Project needs services from qualified companies and individuals to carry out media planning and buying of advertising space/time for conducting promotional and public communicational campaign.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals may offer services for the total requirement (Lot 1, Lot 2, Lot 3 and Lot 4) or for selected lot(s). **Offer for each selected lot must be submitted as a separate proposal.** Proposals offering only part of a lot requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the

Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than 04 August 2008. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that confirmed participation in the tender.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or in HRK.

11. Period of validity of proposals

Proposals shall remain valid for sixty (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Proposal Security:

- (a) The Bidder shall furnish as part of its Proposal a Bid Security to the Purchaser in the amount of

Lot 1 16,946.00 HRK
Lot 2 26,564.00 HRK
Lot 3 9,160.00 HRK
Lot 4 54,960.00 HRK

- (b) The Proposal Security is to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 12 (g) below.
- (c) The Proposal Security shall be denominated in Croatian Kuna and shall be in bank guarantee form, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents:

Any Bid not secured in accordance with Clauses 12 a) and 12 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.

- (d) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Purchaser pursuant to clause 11.
- (e) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 25 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 26 of Instructions to Bidders.
- (f) The Bid Security may be forfeited:
 - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - 2) In the case of a successful Bidder, if the Bidder fails:
 - i. to sign the Contract in accordance with Clause 25 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 26 of Instructions to Bidders.

13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

- (a) The outer envelope shall be:

- addressed to –

UNDP Zagreb.
Procurement Unit
Radnicka 41/08
10000 Zagreb

and,

- marked with –

“RFP 05/08: Services for the provision of RFP for the provision of Media Planning and Buying of Advertising Space in outdoor, print, radio and television media for Conducting Promotional and Public Educational Campaign”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 15 August 2008.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's

responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the highest discount.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	300					
2.	Work Methodology	70%	700					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Work Methodology

For:

Lot1

Media Planning and Buying of Advertising Space in OUTDOOR MEDIA for Conducting Promotional and Public Educational Campaign

Lot 2

Media Planning and Buying of Advertising Space in PRINT MEDIA for Conducting Promotional and Public Educational Campaign

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Presented list of key-accounts clients in 2007	100					
1.2	Total annual budget invested for media-buying in television, print, radio and outdoor media in 2007	200					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Work Methodology (Quality of Media Plan)							
2.1	Media Share	200					
2.2	Advertisements Dynamics	200					
2.3	Advertising schedule	300					
		700					

For:

Lot 3

Media Planning and Buying of Advertising Space/Time in RADIO MEDIA for Conducting Promotional and Public Educational Campaign

Lot 4

Media Planning and Buying of Advertising Space/Time in TELEVISION MEDIA for Conducting Promotional and Public Educational Campaign

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Presented list of key-accounts clients in 2007	100					

1.2	Total annual budget invested for media-buying in television, print, radio and outdoor media in 2007	200					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Work Methodology (Quality of Media Plan)							
2.1	Media Share	150					
2.2.	Advertisements Dynamics	150					
2.3	Advertising schedule	200					
2.4	GRP projection	200					
		700					

F. Award of Contract

23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

26. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the

award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP

against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the

Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the

execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

**Terms of Reference
(TOR)**

TERMS OF REFERENCE (TOR)

**Lot 1 : Media Planning and Buying of Advertising Space in OUTDOOR MEDIA for
Conducting Promotional and Public Educational Campaign**

Background

The Project Management and Technical Support Unit (PMTSU) of UNDP start implementation of the subject project on behalf of the Ministry of Economy, Labor and Entrepreneurship. The project is financed by Global Environmental Facility (GEF), through the United Nations Development Program (UNDP).

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The main aim is to stimulate a development of a dynamic EE market place where qualified companies will offer integrated EE solutions, and informed customers will be motivated to seek such services.

The Project aims to conduct a promotional, informational and educational public campaign for a purpose of increasing awareness and motivation of end-users of energy supplies, products and services towards more energy efficient products and services.

Therefore the Project needs services from qualified companies and individuals to carry out media planning and buying of advertising space/time for conducting promotional and public communicational campaign.

Duties and Activities:

- Media planning and buying of advertising space in outdoor media in Croatia – billboards for advertising campaign with national coverage;

Technical Proposal

Qualified companies are invited to submit their proposals. They have to demonstrate their experience in and capacity to successfully conduct media planning and buying of advertising space/time in outdoor media in Croatia.

The applicants have to submit the proposals containing description of their previous experience and references related to media-buying (list of actual key-account clients in 2008 and total annual budget invested for media-buying in outdoor media in 2007). The applicants have to confirm that they are buying directly from media without any intermediate company.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage, total budget USD 185,000.00;

1st advertising period: 15th October 2008-15th March 2009.

2nd advertising period: 15th October 2009-15th March 2010.

Format of advertisement: one format for all billboards (preferably wider format), premium positions. Media plan should be based on actual media prices and advertising conditions (June 2008). It will be corrected afterwards in accordance to possible changes of rate card conditions in outdoor media or additional promotional requests from UNDP.

Financial Proposal

Since this is an “on demand” assignment where a contract will be signed with the selected service providers, the applicants have to propose an official offer containing media plan with disposition of outdoor advertisements on billboards.

According to presented media plan with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage, total budget USD 185,000.00;

1st advertising period: 15th October 2008-15th March 2009.

Budget for 1st advertising period USD 85,000.00;

2nd advertising period: 15th October 2009-15th March 2010.

Budget for 2nd advertising period USD 100,000.00.

Format of advertisement: one format for all billboards (preferably wider format), premium positions. Media plan should be based on actual media prices and advertising conditions (June 2008). It will be corrected afterwards in accordance to possible changes of rate card conditions in outdoor media or additional promotional requests from UNDP.

According to presented media plan with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

Terms and conditions

The service providers will be selected in accordance with UNDP procedures. The contracts will be signed for a period September 2008-March 2010.

Minimum requirement/Qualifications:

1. The applicants should be buying directly from media without any intermediate company
2. The applicants should be legal entity registered for required services under the Laws of the Republic of Croatia

Technical Proposal needs to contain the following:

1. The applicants have to confirm that they are buying directly from media without any intermediate company – Statement on media-buying directly from media, without intermediate company;
2. Certified copy of company's registration for advertising services
3. Presented list of key-account clients in 2008;
4. Total annual budget invested for media-buying in outdoor media in 2007;
5. Confirmation/ Media plan with precise disposition of advertisements (positions), excluding financial information (prices, discounts, payment conditions and other financial conditions).

TERMS OF REFERENCE (TOR)

Lot 2: Media Planning and Buying of Advertising Space in PRINT MEDIA for Conducting Promotional and Public Educational Campaign

Background

The Project Management and Technical Support Unit (PMTSU) of UNDP start implementation of the subject project on behalf of the Ministry of Economy, Labor and Entrepreneurship. The project is financed by Global Environmental Facility (GEF), through the United Nations Development Program (UNDP).

The Project is focusing on development and implementation of investment support instruments for financing implementation of energy efficiency pilot projects to demonstrate the effects and profitability of such projects for final consumers.

The main aim is to stimulate a development of a dynamic EE market place where qualified companies will offer integrated EE solutions, and informed customers will be motivated to seek such services.

The Project aims to conduct a promotional, informational and educational public campaign for a purpose of increasing awareness and motivation of end-users of energy supplies, products and services towards more energy efficient products and services.

Therefore the Project needs services from qualified companies and individuals to carry out media planning and buying of advertising space/time for conducting promotional and public communicational campaign.

Duties and Activities:

- Media planning and buying of advertising space in print media in Croatia – newspapers and magazines with national distribution;

Technical Proposal:

Qualified companies are invited to submit their proposals. They have to demonstrate their experience in and capacity to successfully conduct media planning and buying of advertising space/time in print media in Croatia.

The applicants have to submit the proposals containing description of their previous experience and references related to media-buying (list of actual key-account clients in 2008 and total annual budget invested for media-buying in outdoor media in 2007). The applicants have to confirm that they are buying directly from media without any intermediate company.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage,

1st advertising period: 15th October 2008-15th March 2009.

1st insertion of a brochure: one day, Friday, 2nd half of October.

2nd advertising period: 1st May-1st July 2009.

2nd insertion of a brochure: one day, Friday, 1st half of June 2009.

3rd advertising period: 15th October 2009-15th March 2010.

- media plan with precise disposition of print-advertisements: ½ fc-horizontally (Vecernji list, Jutarnji list), 1/1 fc (24 sata), 1/1 fc (Globus, Gloria, Arena, Nacional, Story)
- plan for insertion of educational brochure (A5 format, 32 pages, LWC 80 g/m2) in daily newspapers: Vecernji list, Jutarnji list, 24sata, Slobodna Dalmacija, Novi list, Glas Istre, Glas Slavonije.
- For insertion of a brochure Media placement for advertising: Vecernji list, Jutarnji list, 24sata, Globus, Gloria, Arena, Nacional, Story.

Financial Proposals:

Since this is an “on demand” assignment where a contract will be signed with the selected service providers, the applicants have to propose an official offer containing:

1. media plan with precise disposition of print-advertisements: ½ fc-horizontally (Vecernji list, Jutarnji list), 1/1 fc (24 sata), 1/1 fc (Globus, Gloria, Arena, Nacional, Story)
2. plan for insertion of educational brochure (A5 format, 32 pages, LWC 80 g/m2) in daily newspapers: Vecernji list, Jutarnji list, 24sata, Slobodna Dalmacija, Novi list, Glas Istre, Glas Slavonije.

According to presented media plan with precise disposition of advertisements and exact plan of insertions, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. For insertion of a brochure in daily newspapers beside precise presentation of discounts the offeror has to present total number of inserted copies of a brochure and average price per inserted copy. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

Media placement for advertising: Vecernji list, Jutarnji list, 24sata, Globus, Gloria, Arena, Nacional, Story.

Media placement for print insertions: Vecernji list, Jutarnji list, 24sata, Slobodna Dalmacija, Novi list, Glas Istre, Glas Slavonije.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage, total budget USD 290,000.00.

1st advertising period: 15th October 2008-15th March 2009. Budget for 1st advertising period USD 100,000.00;

1st insertion of a brochure: one day, Friday, 2nd half of October. Budget for 1st insertion of a brochure USD 45,000.00;

2nd advertising period: 1st May-1st July 2009. Budget for 2nd advertising period USD 30,000.00;

2nd insertion of a brochure: one day, Friday, 1st half of June 2009. Budget for 2nd insertion of a brochure USD 45,000.00;

3rd advertising period: 15th October 2009-15th March 2010. Budget for 3rd advertising period USD 70,000.00.

Media plan should be based on actual media prices and advertising conditions at the moment of submission of the proposal (June 2008). It will be corrected afterwards in accordance to possible rate card changes in print media or additional promotional requests from UNDP.

Terms and conditions

The service providers will be selected in accordance with UNDP procedures. The contracts will be signed for a period September 2008-March 2010.

Minimum requirement/Qualifications:

3. The applicants should be buying directly from media without any intermediate company
4. The applicants should be legal entity registered for required services under the Laws of the Republic of Croatia

Technical Proposal needs to contain the following:

6. The applicants have to confirm that they are buying directly from media without any intermediate company – Statement on media-buying directly from media, without intermediate company;
7. Certified copy of company's registration for advertising services
8. Presented list of key-account clients in 2008;
9. Total annual budget invested for media-buying in outdoor media in 2007;
10. Confirmation/ Media plan with precise disposition of advertisements (positions), excluding financial information (prices, discounts, payment conditions and other financial conditions).

TERMS OF REFERENCE (TOR)

Lot 3: Media Planning and Buying of Advertising Space/Time in RADIO MEDIA for Conducting Promotional and Public Educational Campaign

Background

The Project Management and Technical Support Unit (PMTSU) of UNDP start implementation of the subject project on behalf of the Ministry of Economy, Labor and Entrepreneurship. The project is financed by Global Environmental Facility (GEF), through the United Nations Development Program (UNDP).

The Project is focusing on development and implementation of investment support instruments for financing implementation of energy efficiency pilot projects to demonstrate the effects and profitability of such projects for final consumers.

The main aim is to stimulate a development of a dynamic EE market place where qualified companies will offer integrated EE solutions, and informed customers will be motivated to seek such services.

The Project aims to conduct a promotional, informational and educational public campaign for a purpose of increasing awareness and motivation of end-users of energy supplies, products and services towards more energy efficient products and services.

Therefore the Project needs services from qualified companies and individuals to carry out media planning and buying of advertising space/time for conducting promotional and public educational campaign.

Duties and Activities:

- Media planning and buying of advertising space/time in radio media in Croatia focused mostly to radio channels with national broadcasting coverage;

Technical Proposal:

Qualified companies from all parts of Croatia are invited to submit their proposals. They have to demonstrate their experience in and capacity to successfully conduct media planning and buying of advertising space/time in radio media in Croatia.

The applicants have to submit the proposals containing description of their previous experience and references related to media-buying (list of actual key-account clients in 2008 and total annual budget invested for media-buying in radio media in 2007). The applicants have to confirm that they are buying directly from media without any intermediate company.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage
1st advertising/broadcasting period: 15th October 2008-15th March 2009
2nd advertising/broadcasting period: 1st May-1st July 2009.
3rd advertising/broadcasting period: 15th October 2009-15th March 2010.

1. media plan with disposition of radio-advertisements broadcasting: 5 different advertisements, duration =60 sec. each;
2. Media placement: radio stations with national coverage, i.e. Narodni radio and Otvoreni radio.

Financial Proposals

Since this is an “on demand” assignment where a contract will be signed with the selected service providers, the applicants have to propose an official offer containing:

1. media plan with disposition of radio-advertisements broadcasting: 5 different advertisements, duration =60 sec. each;

According to presented media plan with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

2. Media placement: radio stations with national coverage, i.e. Narodni radio and Otvoreni radio.

BRIEF FOR MEDIA PLAN: Targeted audience male/female, age 21+, national coverage, total budget USD 100,000.00.

1st advertising/broadcasting period: 15th October 2008-15th March 2009. Budget for 1st advertising/broadcasting period USD 50,000.00;

2nd advertising/broadcasting period: 1st May-1st July 2009. Budget for 2nd advertising/broadcasting period USD 20,000.00;

3rd advertising/broadcasting period: 15th October 2009-15th March 2010. Budget for 3rd advertising/broadcasting period USD 30,000.00.

Media plan should be based on actual radio programming and actual media prices (June 2008). It will be corrected afterwards, before broadcasting, in accordance to radio stations' new programming schemes, possible change of rate card conditions or additional promotional requests from UNDP.

According to presented media plan with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when

special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

Terms and conditions

The service providers will be selected in accordance with UNDP procedures. The contracts will be signed for a period September 2008-March 2010.

Minimum requirement/Qualifications:

1. The applicants should be buying directly from media without any intermediate company
2. The applicants should be legal entity registered for required services under the Laws of the Republic of Croatia

Technical Proposal needs to contain the following:

1. The applicants have to confirm that they are buying directly from media without any intermediate company – Statement on media-buying directly from media, without intermediate company;
2. Certified copy of company's registration for advertising services
3. Presented list of key-account clients in 2008;
4. Total annual budget invested for media-buying in outdoor media in 2007;
5. Confirmation/ Media plan with precise disposition of advertisements (positions), excluding financial information (prices, discounts, payment conditions and other financial conditions).

TERMS OF REFERENCE (TOR)

Lot 4: Media Planning and Buying of Advertising Space/Time in TELEVISION MEDIA for Conducting Promotional and Public Educational Campaign

Background

The Project Management and Technical Support Unit (PMTSU) of UNDP start implementation of the subject project on behalf of the Ministry of Economy, Labor and Entrepreneurship. The project is financed by Global Environmental Facility (GEF), through the United Nations Development Program (UNDP).

The Project is focusing on development and implementation of investment support instruments for financing implementation of energy efficiency pilot projects to demonstrate the effects and profitability of such projects for final consumers.

The main aim is to stimulate a development of a dynamic EE market place where qualified companies will offer integrated EE solutions, and informed customers will be motivated to seek such services.

The Project aims to conduct a promotional, informational and educational public campaign for a purpose of increasing awareness and motivation of end-users of energy supplies, products and services towards more energy efficient products and services.

Therefore the Project needs services from qualified companies and individuals to carry out media planning and buying of advertising space/time for conducting promotional and public educational campaign.

Duties and Activities:

- Media planning and buying of advertising space/time in television media in Croatia focused mostly to television channels with national broadcasting coverage;

Technical Proposal:

Qualified companies from all parts of Croatia are invited to submit their proposals. They have to demonstrate their experience in and capacity to successfully conduct media planning and buying of advertising space/time in television media in Croatia.

The applicants have to submit the proposals containing description of their previous experience and references related to media-buying (list of actual key-account clients in 2008 and total annual budget invested for media-buying in television media in 2007). The applicants have to confirm that they are buying directly from media without any intermediate company.

BRIEF FOR MEDIA PLANS: Targeted audience male/female, age 21+, national coverage;
1st advertising/broadcasting period: 15th October 2008-15th March 2009. Duration of

animated films: 1st =40sec. 2nd / 3rd / 4th =30 sec.

2nd advertising/broadcasting period: 1st May-1st July 2009. Duration of animated film =60 sec.

3rd advertising/broadcasting period: 15th October 2009-15th March 2010. Duration of animated films: 1st =40sec. 2nd / 3rd / 4th =30 sec.

1. media plan with disposition of television-advertisements broadcasting: 5 different animated films, duration of first film =40 sec., duration of second film =60 sec. and duration of 3 other films =30 sec. each;
2. Media placement: HTV1, HTV2, NovaTV, RTL Hrvatska

Financial Proposals

Since this is an “on demand” assignment where a contract will be signed with the selected service providers, the applicants have to propose an official offer containing:

1. media plan with disposition of television-advertisements broadcasting: 5 different animated films, duration of first film =40 sec., duration of second film =60 sec. and duration of 3 other films =30 sec. each;

According to presented media plan with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

2. Media placement: HTV1, HTV2, NovaTV, RTL Hrvatska

BRIEF FOR MEDIA PLANS: Targeted audience male/female, age 21+, national coverage, total budget USD 600,000.00;

1st advertising/broadcasting period: 15th October 2008-15th March 2009. Duration of animated films: 1st =40sec. 2nd / 3rd / 4th =30 sec. Budget for 1st advertising/broadcasting period USD 300,000.00;

2nd advertising/broadcasting period: 1st May-1st July 2009. Duration of animated film =60 sec. Budget for 2nd advertising/broadcasting period USD 125,000.00;

3rd advertising/broadcasting period: 15th October 2009-15th March 2010. Duration of animated films: 1st =40sec. 2nd / 3rd / 4th =30 sec. Budget for 3rd advertising/broadcasting period USD 175,000.00.

Media plans should be based on actual television programming and actual media prices at the moment of submission of the proposal (June 2008). It will be corrected afterwards, before broadcasting, in accordance to televisions’ new programming schemes, possible changes in rate card conditions or additional promotional requests from UNDP.

According to presented media plans with precise disposition of advertisements, the offeror has to present standard media conditions related to prices and discounts (rate card) and standard and special agency conditions related to prices and discounts, presented in a form of structured discounts and summarized in a TOTAL DISCOUNT AMOUNT. In case when special agency conditions may be gained through special advertising-package arrangements, this should be clearly mentioned in a Financial Proposal.

Terms and conditions

The service providers will be selected in accordance with UNDP procedures. The contracts will be signed for a period September 2008 – March 2010.

Minimum requirement/Qualifications:

1. The applicants should be buying directly from media without any intermediate company
2. The applicants should be legal entity registered for required services under the Laws of the Republic of Croatia

Technical Proposal needs to contain the following:

6. The applicants have to confirm that they are buying directly from media without any intermediate company – Statement on media-buying directly from media, without intermediate company;
7. Certified copy of company's registration for advertising services
8. Presented list of key-account clients in 2008;
9. Total annual budget invested for media-buying in outdoor media in 2007;
10. Confirmation/ Media plan with precise disposition of advertisements (positions), excluding financial information (prices, discounts, payment conditions and other financial conditions).

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All discounts/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. ’

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

DISCOUNTS ON RATE CARD PRICES		%
Agency Discount		
Advance Payment Discount		
Quantity Discount		
Additional Discount		
TOTAL DISCOUNT		

Annex VI

PERFORMANCE SECURITY FORM

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services

(hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

G. SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address

Annex VII

BID/PROPOSAL SECURITY FORM

To: The procuring entity,

Whereas [*name of contractor*] (hereinafter called the “Contractor”) has submitted its proposal dated [*date submission of proposal*] for the provision of services for [*description of service*] (hereinafter called Proposal).

KNOW ALL PEOPLE by these presents that WE [*name of bank*], having our registered office at [*address of bank*] (hereinafter called “the Bank”), are bound unto [*name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of.....2000.

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Proposal during the period of proposal validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Proposal by the Purchaser during the period of validity of the proposal:
 - (a) fails or refuses to execute the Contract Form, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Contractors;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of validity of the proposal, and any demand in respect thereof should reach the Bank not later than the above date.

.....
Signature of the Bank