

## Attachment 6

**TENDER Code: PR AND MEDIA GREAT BRITAIN**

**CUP Code: G82E11000030003**

**Tender Identification Code (CIG): 286294836D**

***scheme type 1.1 form as per Ministry Decree no. 123/04 on temporary security deposits***

**GUARANTEE ACT (if the Guarantor is a Bank or a Financial Broker)**

**GUARANTEE POLICY (if the Guarantor is an Insurance Company) in compliance with art. 75 of Legislative Decree no. 163/06.**

<b>SCHEME TYPE 1.1 TECHNICAL FORM 1.1</b>	<b>GUARANTEE FOR THE TEMPORARY SAFETY DEPOSIT</b>
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### **SCHEME TYPE 1.1 GUARANTEE FOR THE TEMPORARY SAFETY DEPOSIT**

#### ***Article 1 Object of the Guarantee.***

The Guarantor shall pay the amounts due by the Contracting Party to the Commissioning Body, within the limits of the guaranteed amount, in case the Contracting Party's duties and obligations related to the participation in the tender, as per the Technical Form, are not fulfilled.

Moreover, the Guarantor shall release a guarantee for the final deposit to the Contracting Party, in compliance with the provisions of art. 75 of Legislative Decree no. 163/06.

#### ***Article 2 - Term of the Guarantee.***

As indicated in the Technical Form, the Guarantee:

- a) starts on the date in which the bid is presented;
- b) has a validity of at least 180 days starting from the afore-mentioned date;
- c) automatically terminates if the Contracting Party is not awarded the tender, or if it is the second in the tender awards list, and in any case it terminates 30 days after the awarding of the tender to another Company;
- d) automatically terminates at the moment of subscription of the tender contract by the Contracting Party which is awarded the tender.

The earlier termination of the guarantee, with reference to the expiry dates indicated at the previous points *b)*, *c)*, *d)*, may only take place with the delivery of the source Technical Form or with a written communication of the Commissioning Body to the Guarantor.

#### ***Article 3 - Guaranteed Amount.***

The guaranteed amount for the present guarantee is 2% of the total amount of the performance to be executed, as indicated by art. 75 of Legislative Decree no. 163/06, and the value is indicated in the Technical Form.

If the conditions as per art. 75, paragraph 7, of Legislative Decree no. 163/06 are present, the guaranteed amount indicated at the first paragraph is reduced by 50%.

#### ***Article 4 - Guarantee Examination.***

The Guarantor will pay the amount due by the Contracting Party within 15 days of the receipt of the simple written request from the Commissioning Body, a copy of which should be sent for information to the Contracting Party, as well, and presented in compliance with the following art. 6 and including the elements in its possession for the exclusion of the guarantee. The Guarantor will not benefit from the preventive examination of the major debtor, as per art. 1944 of the Civil Code, and will not benefit from the exception indicated at article 1957, paragraph 2, of the Civil Code.

The exceptions indicated by law in case the amounts paid by the Guarantor are partially or totally undue remain valid.

**Article 5 - Subrogation.**

Within the limits of the amounts paid, the Guarantor shall be subrogated to the Commissioning Body in all rights, reasons and actions towards the Contracting Party, its successors and assignees.

The Commissioning Body will facilitate the recovery actions by supplying the Guarantor with all of the useful elements in its possession.

**Article 6 - Notices and Communications.**

In order to be valid, all of the communications and notices to the Guarantor connected to the present guarantee must be made exclusively by means of a registered letter / fax addressed to the Guarantor's address.

**Article 7 - Premium or Fee.**

The premium/fee due by the Contracting Party at the drawing up of this guarantee is visible in the Technical Form.

An unpaid premium/fee cannot be charged to the Commissioning Body.

The amounts paid as a premium/fee are acquired by the Guarantor, regardless of the fact that the guarantee ends before the date indicated at article 2.

**Article 8 - Competent Court.**

In case of a controversy between the Guarantor and the Commissioning Body, the competent court is the one defined in compliance with art. 25 of the Civil Procedure Code.

**Article 9 – General.**

In any case, the guarantee must be released in an original copy, and it must include all of the clauses required, under penalty of exclusion, by art. 75 of Legislative Decree no. 163/06, including in particular the commitment to supply the Tenderer, and in favour of the Commissioning Body, in case of awarding of the tender and upon request of the Tenderer, with **the final deposit payment for the execution of the tender contract** for the performance in object, in compliance with the provisions of art. 113 of the afore-mentioned Legislative Decree no. 163/06.

For everything else which may not be otherwise regulated, the provisions of Legislative Decree no. 163/06 apply.

**This Technical Form is an integral part of the afore-mentioned Scheme Type 1.1 and it includes the data and information which are necessary for the activation of the guarantee, as per the afore-mentioned Scheme Type: its subscription represents a formal act of total acceptance of all of the conditions indicated in the Scheme Type.**

Guarantee no.		Released by (headquarter, branch, agency, etc.)	
Contracting Party (Principal debtor) / head of the ATI		Taxpayer's code number/VAT number	
Site	Address	Post code	Province
Commissioning Body (Beneficiary)		Site	
Tender		Bid presentation date	
Service description		Execution site	
Total expected cost of the service	Guaranteed amount	total expected % cost of the service	
Contracting Party (Principal debtor):		% amount	
Head of the ATI			
Principal			
Principal			
Starting date of the guarantee		Ending date of the guarantee	

see art. 2 Scheme Type 1.1	see art. 2 Scheme Type 1.1
Prescribed clauses	
see art. 9 Scheme Type 1.1	
<i>Space available to the Guarantor to adjust the premium/fee</i>	
Clauses	
The Contracting Party	The Guarantor

Issued in \_\_\_\_\_ copies constituting a single original on \_\_\_\_\_