

**SPECIMEN TENDER GUARANTEE**

\_\_\_\_\_ town/city day month year

**GUARANTEE NO. \_\_\_\_\_**

Issued in favour of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as „the Beneficiary”)

By order of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as „the Contractor”)

In view of the intention of the Contractor to submit the bid regarding participation (hereinafter referred to as “the Bid”) in \*unlimited / limited Tender No. \_\_\_\_\_ for \_\_\_\_\_, as announced by the Beneficiary on \_\_\_\_\_ we, Bank Millennium Spółka Akcyjna having the registered Head Office located in Warszawa, ul. Stanisława Żaryna 2A, 02-593 Warszawa, Poland entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warszawa, XIII Economic Division of the National Court Register under the number KRS 0000010186, having Taxpayer Identification Number (NIP) - 526-021-29-31 and share capital, fully paid up, in the amount of PLN 1.213.116.777,00 (hereinafter referred to as “the Guarantor”), upon the Contractor’s order, issue this guarantee (hereinafter referred to as “the Guarantee”) and we irrevocably and unconditionally undertake to pay any amount up to the total maximum amount:

\*PLN/USD/EUR/CHF/GBP \_\_\_\_\_  
(IN WORDS: \_\_\_\_\_ )

within the period of 7 (seven) business days after the receipt, by the Guarantor, of the following:

- 1) the first written demand for payment submitted by the Beneficiary specifying the requested amount and account number, to which such amount is to be transferred (hereinafter referred to as “the Payment Demand”) and
- 2) the written statement of the Beneficiary (hereinafter referred to as “the Statement of Beneficiary”) stating that one of circumstances referred to in art. 46 section 4a or section 5 of the Act – The Public procurement Law dated 29<sup>th</sup> January 2004 (hereinafter referred to as “the Act”) has occurred, i.e. :
  - a) in response to the demand referred to in art. 26 section 3 and 3a of the Act, the Contractor for the reasons attributable to him, did not submit statements or the documents confirming circumstances referred to in art. 25 sec. 1 of the Act, statement referred to in art. 25a sec. 1 of the Act, powers of attorney or did not give consent for correction of the mistake referred to in art. 87 section 2 item 3 of the Act, which resulted in impossibility to select the Contractor’s Bid as the best,
  - b) despite the fact that Bid has been awarded to the Contractor one of the circumstances\* listed below has occurred:
    - the Contractor has refused to sign the public procurement contract at terms and conditions stipulated in the Bid,
    - the Contractor has failed to provide required collateral of good performance of the public procurement contract,

\* Clause remaining in compliance with current wording of the Act – the Public Procurement Law

- the conclusion of the public procurement contract has become impossible due to the Contractor's fault.

The Payment Demand and the Statement of the Beneficiary may be submitted either as a single document or two separate documents.

The Payment Demand and the Statement of the Beneficiary must be signed by persons duly authorised to represent the Beneficiary and submitted to the Guarantor within the validity period of the Guarantee, in its original by registered mail or courier service to the address: Bank Millennium S.A., ul. Stanisława Żaryna 2A, 02-593 Warszawa, Poland or via the Beneficiary's bank by authenticated SWIFT message (SWIFT code: BIGBPLPW). In case the Payment Demand is submitted by the SWIFT system, the Beneficiary's bank must confirm that it is in possession of the original of the Payment Demand and the Statement of the Beneficiary and that in its SWIFT message the bank quote exactly the wording of the Payment Demand and the Statement of the Beneficiary and that it shall send the original documents to the Guarantor forthwith.

Irrespective of the method of submission of the claim to the Guarantor, under the pain of its rejection, the Payment Demand and the Statement of the Beneficiary must be accompanied by a confirmation of the Beneficiary's bank stating that the said documents have been signed by persons duly authorised to represent the Beneficiary.

The Guarantee is valid until \_\_\_\_\_ and expires automatically and in full if the Payment Demand and the Statement of the Beneficiary shall not have been submitted to the Guarantor in accordance with terms of the Guarantee by that date. Following the date of validity the Guarantee shall become null and void even if not returned to the Guarantor.

Furthermore, this Guarantee expires automatically and in full under the following circumstances:

- 1) when payments executed by the Guarantor hereunder reach the Guarantee amount or
- 2) when original of the Guarantee is returned to the Guarantor prior to the Guarantee expiry date, or
- 3) when the Guarantor receives the written statement of the Beneficiary releasing the Guarantor from all the liabilities stipulated in the Guarantee, prior to the Guarantee expiry date, duly signed by the persons authorised to represent the Beneficiary and sent in the manner stipulated for submission of the Payment Demand.

The rights resulting from the Guarantee cannot be assigned onto third parties.

The Guarantee is governed by \* \_\_\_\_\_ / \_\_\_\_\_ law.

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*(personal stamps, powers of attorney nos. and signatures of persons duly authorised to undertake liabilities on behalf of the Guarantor)*

\* delete if inappropriate