

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. 98 sect. 6 of the Act – The Public procurement Law dated 11th September 2019 (hereinafter referred to as “the Act”) has occurred, i.e. :
 - a) the Contractor in reply to the demand, referred to in art. 107 sect. 2 or art. 128 sect. 1 of the Act, for reasons attributable to him, failed to submit objective evidence or subjective evidence, confirming the circumstances, referred to in art. 57 or art. 106 sect. 1 of the Act, the statement referred to in art. 125 sect. 1 of the Act, other documents or depositions or did not agree to correct the error, referred to in art. 223 sect. 2 point 3 of the Act, which caused lack of possibility to select the Bid submitted by the Contractor as the best;
 - b) the Contractor, whose Bid was selected:
 - refused to sign the agreement in the matter of the public procurement under the terms defined in the Bid,
 - did not submit the required security of proper performance of the agreement;
 - c) conclusion of the agreement in the matter of public procurement became impossible for reasons attributable to the Contractor whose Bid was selected.

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.

Komentarz [MB1]: Zapis usunąć w przypadku e-gwarancji.

Komentarz [MB2]: Zapis usunąć w przypadku e-gwarancji.

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

The Guarantee is governed by * _____ / _____ law.

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

* delete if inappropriate