

Warsaw, .....

.....  
(name and address of the beneficiary)

**DRAFT**  
**BANK GUARANTEE NO. ....**

This guarantee is issued in respect of: ..... („Tender Proceedings“), .....,

for obligations of: ..... (“Contractor“),

in favour of: ..... .

The subject secured by this guarantee: .....

We have been informed that in relation to the Tender Proceedings a bid security for the amount of ..... is required.

In consideration of the aforesaid, we, **Bank BGŻ BNP Paribas Spółka Akcyjna** with its seat in Warsaw at Kasprzaka 10/16, 01-211 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, XII Business Division of the National Court Register under the number KRS 0000011571, with tax identification number (NIP): 526-10-08-546 and share capital of PLN 147 418 918 fully paid up („the Bank“), acting by order of ....., hereby irrevocably and unconditionally, irrespective of the validity and legal effects of transactions relating to the Tender Proceedings, undertake to pay in your favour any amount up to the maximum amount/being the equivalent in Polish Zloty of\*:

.....

\*\* upon receipt of your first written request for payment including your statement quoting any of the below circumstances:

1. the Contractor whose offer has been accepted:
  - a) has refused to sign the public procurement contract on terms specified in the offer and/or
  - b) has failed to provide you with the required security for due performance of the contract and/or
  - c) the public procurement contract could not be signed due to reasons on the Contractor’s side, and/or
2. in response to the summons indicated in Article 26 section 3 and 3a of the Act on Public Procurement Law from circumstances out of the Contractor’s control, the Contractor has not submitted declarations or documents, confirming the circumstances, set out in Article 25 section 1 of the Act on Public Procurement Law, the declarations indicated in Article 25a section 1 of the Act on Public Procurement Law, powers of attorney or did not agree to correct mistake indicated in Article 87 section 2 item 3 of the Act on Public Procurement Law, which resulted in the inability to select the offer has submitted by the Contractor as the most advantageous, specifying such a circumstance or circumstances.

For the purpose of identification, your request for payment has to be presented to us through your bank, confirming that the signatures appearing therein are legally binding upon you.

Claims, if any, under this guarantee should reach us not later than on the last day of its validity, either in original to the address: 78 Grzybowska Street, 00-844 Warsaw or be delivered to us through your bank by a tested SWIFT communication (SWIFT Code: RCBWPLPW).

Each payment made by the Bank in your favour under this guarantee shall automatically reduce the amount of our commitment until the guarantee amount has been disbursed in full.

Our guarantee becomes effective on the .....

This guarantee remains valid until ....., at the latest and if the Bank is closed for business activity on that day until the next day when the Bank works.

The obligations of the Bank under this guarantee expires automatically and fully in the case:

1. your request for payment has not been delivered to us within the period of validity of this guarantee, or
2. you released the Bank from any obligations under the guarantee before the expiry date, by submitting a written statement signed by a person authorized to represent you, sent for the purpose of identification in the form specified in this guarantee in connection to the request for payment, or
3. if the validity period of this guarantee has passed even if the original document of this guarantee has not been returned to the Bank, or
4. you return the original document of this guarantee to the address: 78 Grzybowska Street, 00-844 Warsaw, before its validity period, if the guarantee has been endorsed by the Bank handwritten signature.

This guarantee is governed by the law of the Polish law and the place of jurisdiction shall be Warsaw.

This guarantee cannot be assigned.

\* cross needless out

\*\*in case of issuance guarantee for the amount being an equivalent in Polish Zloty, the following sentence should be added to the wording of the guarantee:

„calculated according to the ... (guarantee currency) average rate of the National Bank of Poland binding on the day of potential payment under this guarantee”