

Tarnów, 6<sup>th</sup> May 2019

Beneficiary:

Nacionalinė žemės tarnyba prie Žemės ūkio ministerijos  
adresas Gedimino pr. 19,  
LT-01103 Vilnius  
Lithuania

**BID BOND NO. BOFH19012386GN/K**

We have been informed that Messrs **MGGP AERO Spółka z ograniczoną odpowiedzialnością, ul. Kaczkowskiego 6, 33-100 Tarnów, Poland** (hereinafter called the Bidder) will submit to you its bid for "Lietuvos Respublikos teritorijos skaitmeniniu erdviniu zemes pavirsiaus lazerinio skenavimo tasku duomenu atnaujinimo paslaugas" (hereinafter called the Bid).

At the request of Messrs **MGGP AERO Spółka z ograniczoną odpowiedzialnością, ul. Kaczkowskiego 6, 33-100 Tarnów, Poland**, we, **Bank Polska Kasa Opieki Spółka Akcyjna** with its registered seat at ul. Grzybowska 53/57, 00-950 Warszawa, Poland, hereby irrevocably and unconditionally undertake to pay you on your first written demand, irrespective of the validity and effects of the Bid, any amount up to the value of

**EUR 28.500,00****(say: twenty eight thousand five hundred euro 00/100)**

upon receipt of your written and duly signed request for payment together with declaration stating that Messrs **MGGP AERO Spółka z ograniczoną odpowiedzialnością, ul. Kaczkowskiego 6, 33-100 Tarnów, Poland** as the Bidder:

1. withdrew its Bid before the expiry of the validity period of the Bid Bond, or
2. failed to sign the public contract after being selected as winner, or
3. failed to provide the performance guarantee, that was required by the contracting authority in the tender documentation.

For the purpose of identification, your written request for payment with the above declaration must be presented to us by registered letter or courier through the intermediary of your bank which has to confirm that the signatures appearing on the request for payment are legally binding upon you.

Our guarantee is valid until **31<sup>st</sup> August 2019** and it shall expire fully and automatically in the following situations:

1. if the request for payment with declaration is not presented to us on or before that day,
2. if you release us from obligations provided for in the guarantee, before its expiry through the above mentioned bank,
3. when our payments made under this guarantee reach the value of the guarantee,
4. if the letter of guarantee is returned to our Bank within its validity.

The total amount of this indemnity will be reduced by any payment effected hereunder.

This guarantee must be returned to us as soon as it is no longer required, or its validity has expired - whichever is earlier.

The liability resulting from this guarantee shall expire upon the expiry date even if the guarantee is not returned to our Bank.

This guarantee is non-assignable.

The demand for payment as well as all other correspondence concerning the guarantee should be directed through your bank to the address:

**Bank Polska Kasa Opieki Spółka Akcyjna**  
**Departament Bankowości Transakcyjnej,**  
**Biuro Obsługi Finansowania Handlu, Zespół Gwarancji,**  
**ul. Conrada 37 , 31-357 Kraków, Poland.**

**BANK POLSKA KASA OPIEKI SA.**

DOWODCA KLIENTA

IMONIKA Petlic-Sitko

**SPECJALISTA**  
**ds. OBSŁUGI KLIENTA****Agnieszka nasyporek**